

SEALED

P

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

AGRIDIME LLC,
 JOSHUA LINK, and
 JED WOOD,

Defendants,

)
)
) Civil Action No.
) **4 - 23 CV - 1224 P**
) **FILED UNDER SEAL**
) **JURY TRIAL DEMANDED**
)
)
)
)
)

APPENDIX IN SUPPORT OF PLAINTIFF'S *EX PARTE* MOTION FOR PRELIMINARY
 INJUNCTION, TEMPORARY RESTRAINING ORDER, ASSET FREEZE, APPOINTMENT
 OF RECEIVER, AND OTHER ANCILLARY EMERGENCY RELIEF,
 AND BRIEF IN SUPPORT

The U.S. Securities and Exchange Commission submits the attached appendix in support of its *Ex Parte* Motion for Preliminary Injunction, Temporary Restraining Order, Asset Freeze, Appointment of Receiver, and Other Ancillary Emergency Relief, and Brief in Support. The appendix contains:

EXHIBIT	DESCRIPTION	APPENDIX CITATION
A	Declaration of Tom Keltner	APP. 0001 - 0002
A-1	Texas Secretary of State Certificate of Formation	APP. 0003 - 0005
B	Declaration of Joseph Morgan	APP. 0006 - 0008
B-1	Web Capture, Agridime, "Cattle Backgrounding" (Oct. 13, 2023)	APP. 0009 - 0010
B-2	Web Capture, Agridime "Meat Distribution" (Oct. 13, 2013)	APP. 0011 - 0012
C	Declaration of Leevented Henley	APP. 0013 - 0014

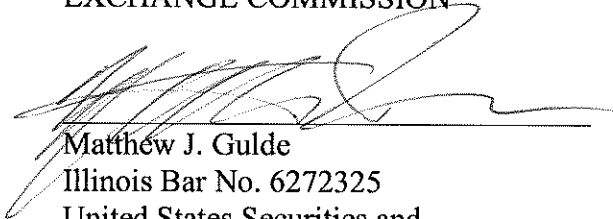
C-1	Web Capture, Agridime, "Farm to Table Beef" (Nov. 20, 2023)	APP. 0015 - 0050
D	Declaration of Candace Johnson	APP. 0051 - 0055
D-1	Web Capture, Agridime, "Buy Cattle Here" (April 26, 2023)	APP. 0056 - 0066
D-2	Analysis of North Dakota Investor List	APP. 0067 - 0071
D-3	Fulfilled Contracts	APP. 0072 - 0085
D-4	Unfulfilled Contracts	APP. 0086 - 0092
D-5	Summary of Cattle Contract Sales after Cease and Desist Order	APP. 0093 - 0094
D-6	Summary of Contract Sales to GM and TB	APP. 0095 - 0100
D-7	Agridime Sales Agreement with TB	APP. 0101 - 0105
D-8	Summary of Commissions to TB and GM	APP. 0106 - 0107
D-9	Agridime Sales Agreement with GM	APP. 0108 - 0113
E	Affidavit of Jordan Frieberg	APP. 0114 - 0118
E-1	Temporary Order to Cease and Desist and Notice of Opportunity for Hearing	APP. 0119 - 0130
E-2	Affidavits of Service	APP. 0131 - 0137
E-3	Answer of Agridime, LLC to Temporary Order to Cease and Desist	APP. 0138 - 0148
E-4	Cattle Contract Investor List	APP. 0149 - 0200
E-5	Transcript from Examination under Oath of Joshua Link	APP. 0201 - 0295
E-6	Transcript of Examination under Oath of Justin Williams	APP. 0296 - 0386
E-7	Cover Letter from Matt P Fisher (ACC00016-ACC00017)	APP. 0387 - 0389
E-8	Video Offering of Cattle Contracts (ACC004570)	APP. 0390
E-9	Online Solicitations regarding Cattle Contracts (ACC004571-ACC004575, ACC004576, ACC004577-ACC0004581)	APP. 0391 - 0402
F	Affidavit of Cody Turley	APP. 0403 - 0413
F-1	Analysis of Agridime Investor Lists	APP. 0414 - 0415
F-2	Account Summary for Agridime LLC Dealer Account 2742	APP. 0416 - 0418
F-3	Agridime Profit & Loss	APP. 0419 - 0426
F-4	Investor Liabilities	APP. 0427 - 0428
F-5	Dealer Account Summary	APP. 0429 - 0430
G	North Dakota Securities Commission Cease and Desist Order, Notice of Civil Penalty, and Notice of Right to Request a Hearing	APP. 0431 - 0438

H	Affidavit of William Woerner	APP. 0439 - 0443
I	Declaration of Russell Castillo	APP. 0444 – 0445
I-1	Web Capture, Agridime, “1 Live Bred Cow” (Oct. 27, 2023)	APP. 0446 – 0448
J	Declaration of Leevented Henley	APP. 0449 – 0450
J-1	Web Capture, Agridime, “Land Purchase and lease Back” (Nov. 20, 2023)	APP. 0451 – 0455

DATED: December 11, 2023

Respectfully submitted,

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION



Matthew J. Gulde
Illinois Bar No. 6272325
United States Securities and
Exchange Commission
Burnett Plaza, Suite 1900
801 Cherry Street, Unit 18
Fort Worth, TX 76102
Telephone: (817) 978-3821
Facsimile: (817) 978-4927
guldem@sec.gov
Attorney for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

SECURITIES AND EXCHANGE COMMISSION,)	
)	
Plaintiff,)	Civil Action No.
)	
v.)	
)	FILED UNDER SEAL
AGRIDIME, LLC, JED WOOD, and)	JURY TRIAL DEMANDED
JOSHUA LINK)	
)	
Defendants,)	
)	
)	

**DECLARATION OF D. TOM KELTNER IN SUPPORT OF
PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S EMERGENCY
EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY
INJUNCTION, ASSET FREEZE AND OTHER ANCILLARY EMERGENCY RELIEF**

I, D. Thomas Keltner, do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct, and that I am competent to testify to the matters stated herein:

1. I am currently employed as a Staff Attorney in the Division of Enforcement of Enforcement of the United States Securities and Exchange Commission (the "Commission") in the Fort Worth Regional Office. I have been employed at the Commission in this and other capacities for over fifteen years. I am a member in good standing of the State Bar of Texas. I submit this declaration in support of Plaintiff's Application for an Ex Parte Temporary Restraining Order and other relief. The facts set forth herein are based upon my personal knowledge or upon information contained in the files of the Commission.

1. My official duties with the Commission include participating in fact-finding inquiries and investigations to determine whether the federal securities laws have been violated and assisting

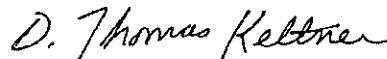
in the Commission's litigation of securities laws violations. My tasks include: (1) interviewing witnesses and taking sworn investigative testimony; (2) requesting and subpoenaing documents from various individuals and entities; (3) requesting access to materials from other federal and state agencies; (4) reviewing and analyzing records of various entities and individuals; and (5) analyzing legal issues.

2. As part of my official duties, I have been a member of the Commission's investigative team responsible for the investigation related to Defendants Agridime, LLC, Jed Wood and Joshua Link (collectively, "Defendants"). In that role, I investigated whether the Defendants violated the federal securities laws.

3. During the course of that investigation, I and other members of the investigative team collected a number of documents using public and government sources, voluntary requests, and access requests to other federal and state agencies. I also reviewed sworn testimony from witnesses. Attached as Exhibit 1 is a true and correct copy of a Texas Secretary of State Certificate of Formation for Agridime, LLC obtained during the course of the investigation, showing the entity is owned and controlled by Jed Wood and Joshua Link, as Agridime, LLC's only managing members. Jed Wood signed the Certificate of Formation as Agridime's President.

4. I also reviewed Agridime, LLC 2021 K-1 tax documents, produced by Agridime, LLC, that list Jed Wood and Josh Link each as 45.5% owners of Agridime, LLC.

Dated: December 8, 2023



D. Thomas Keltner

EXHIBIT A-1

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802698098 04/13/2017
Document #: 728486300002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Agridime LLC

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

CT Corporation System

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

1999 Bryan Street

Suite 900 Dallas TX 75201-3136

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Josh Link**

Title: **Managing Member**

Address: **3000 South Hulen Street Suite 124 Fort Worth TX, USA 76109**

Managing Member 2: **Jed Wood**

Title: **Managing Member**

Address: **3000 South Hulen Street Suite 124 Fort Worth TX, USA 76109**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

APP 0004

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Jed Wood 3000 South Hulen Street, Suite 124, Fort Worth, Texas 76109

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jed Wood, President of Agridime LLC

Signature of Organizer

FILING OFFICE COPY

APP 0005

EXHIBIT B

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation # FW-04607

DECLARATION OF JOSEPH MORGAN

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Joseph Morgan I am over twenty-one years of age and have personal knowledge of the matters set forth herein.
2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties I have been trained to preserve various forms of online content. For investigation # FW-04607 I have been tasked to conduct a Website Capture/Video Capture/Social Media/Telegram/Live Stream/Blog.
3. In support of investigation number # FW-04607, and at the direction of my supervisor, I was tasked to conduct an internet preservation of the following URL.

<https://www.agridime.com/>

<https://agridimestore.com/>

<https://www.facebook.com/agridime/>

<https://www.instagram.com/agridime/?hl=en>

<https://www.youtube.com/watch?v=vWQavniHGYI>

4. I completed the above mentioned internet preservation on, October 13, 2023, using the following tools:

Adobe Acrobat Pro / FireShot Pro / Google Chrome Browser / Video Downloader Tool / WebPreserver

The above listed tools are commonly used to preserve internet content.

5. I saved the above-mentioned internet preservation using FTK Imager, which ensures that the internet preservation will not be altered or modified during storage. Specifically, FTK Imager forensically seals the internet preservation such that it can be opened only with FTK Imager. The sealed internet preservation has been labeled # FW-04607 and saved to the following location:

K:\Other_Projects\Webcaptures\imagefiles

6. I also saved a copy of the above mentioned internet preservation along with this declaration to a network share. The location for this network share is provided below:

\\ad.sec.gov\ENFDataExchange\HQtoFWRO_dropoff\Webcapture

APP 0007

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Joseph Morgan

[Analyst Name]

Executed on this 13th day of October 2023.

EXHIBIT B-1



CATTLE BACKGROUNDING

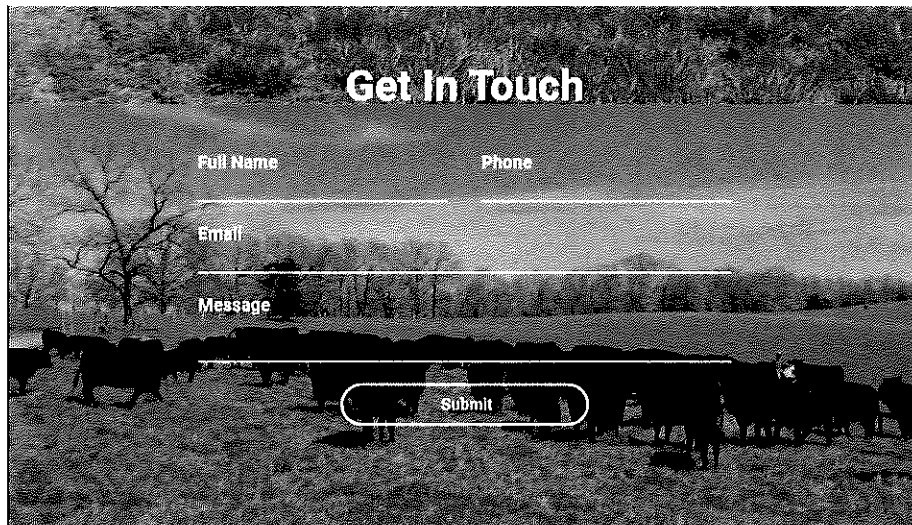
BUY OR SELL FEEDER CATTLE

Work with us to buy and/or sell your feeder cattle. We can help with backgrounding, spot contracts, and hedging your calves as finished cattle. Fill out the form below or give us a call to get a bid on your calves or discuss finishing opportunities.

[Learn More](#)


AGRIDIME is an online cattle and agricultural products brokerage company that utilizes a proprietary trading platform to connect buyers and sellers.

We are registered with the USDA, and bonded in accordance of the P&S Act.



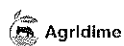
Get In Touch

Full Name

Phone

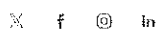
Email

Message



Mailing Address:
3000 South Hulen St.
Suite 124
Fort Worth, TX 76109

Phone: (888) 664-6621


[MEAT DISTRIBUTION](#)
[CATTLE BACKGROUNDING](#)
[CATTLE FINISHING](#)
[CONTACT US](#)
[JOIN OUR NEWSLETTER](#)


APP 0010

EXHIBIT B-2


[HOME](#)
[ABOUT](#)
[PRODUCTS](#)
[CATTLE BACKGROUNDING](#)
[CONTACT US](#)

MEAT DISTRIBUTION

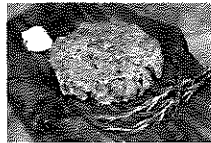
Our meat is sourced from local farms in the United States, USDA inspected, and certified for resale.



No credit approval process. Fill out the form below, give us a call, or view our products to place your order.

[CONTACT US](#)

Guaranteed Pricing, Year-round Availability



We offer beef and other protein products to restaurants, food service distributors, meat distributors, grocery stores, and end consumers.

Respecting the volume needs of our customers, we rely on our live animal supply chains to ensure consistent product quality and guarantee year-round availability.

These same live animal supply chains allow us to lock-in pricing for our customers three, six, and even twelve months in advance.




We work directly with farmers and ranchers to supply farm fresh beef to our customers.

You can eat our beef with the confidence of knowing it came straight from local American farmers and ranchers.

Details for Ordering

Our meat is distributed from Herington, Kansas, Gilbert, Arizona, and Fort Worth, Texas.

We have nationwide delivery options for households and businesses.



Option to pay with credit card online or over the phone. We also have wire payment options.

Fill out the form below, give us a call, or take a look at our products to place your order.

[CONTACT US](#)

Get In Touch

Full Name Phone

Email

Message

[Submit](#)

AgriLine

Meat Address:
12004 Canyon Blvd
Suite 1124
Fort Worth, TX 76133
Phone: (817) 614-1424

[Facebook](#) [Instagram](#) [Twitter](#)

MEAT DISTRIBUTION
CATTLE BACKGROUNDING
CATTLE FINISHING
CONTACT US

[JOIN OUR NEWSLETTER](#)

APP 0012

EXHIBIT C

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation # FW-04607

DECLARATION OF LEEVENTED HENLEY

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Leevented Henley I am over twenty-one years of age and have personal knowledge of the matters set forth herein.
2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties, I have been trained to preserve various forms of online content. For investigation # FW-04607, I have been tasked to conduct a Website Capture/Video Capture/Social Media/Telegram/live stream/blog.
3. In support of investigation number # FW-04607, at the direction of my supervisor, I was tasked to conduct an internet preservation of the following URL's.

<https://agridimstore.com/>

I completed the above-mentioned internet preservation on November 20, 2023, using the following tools:

Adobe Acrobat Pro / Google Search Browser / Fire shot Pro /

The above listed tools are commonly used to preserve internet content.

4. I saved the above-mentioned internet preservation using FTK Imager, which ensures that the internet preservation will not be altered or modified during storage. Specifically, FTK Imager forensically seals the internet preservation such that it can be opened only with FTK Imager. The sealed internet preservation has been labeled # FW-04607, and saved to the following location:

K:\Other_Projects\Webcaptures\imagefiles

5. I also saved a copy of the above-mentioned internet preservation along with this declaration to a network share. The location for this network share is provided below:

\\ad\enfdataexchange\HQtoFWRO_dropoff\Webcapture

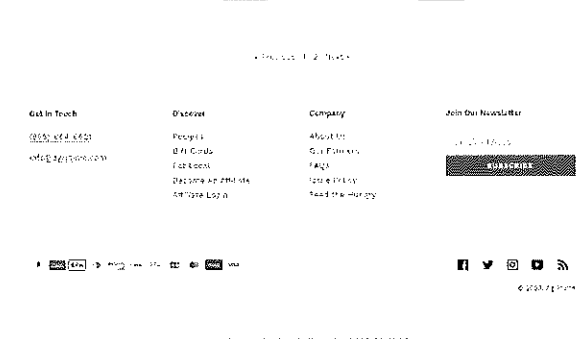
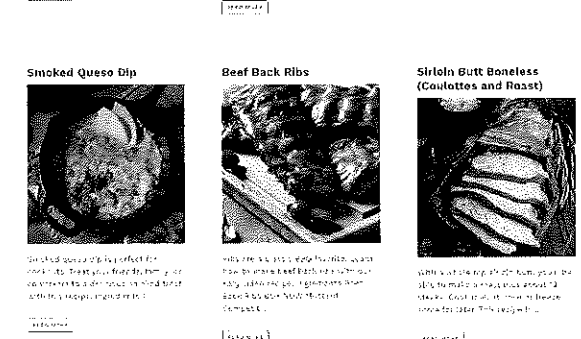
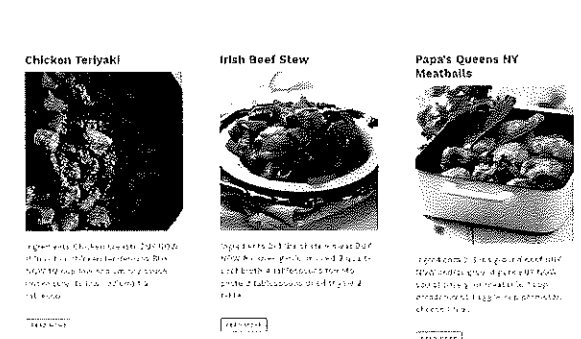
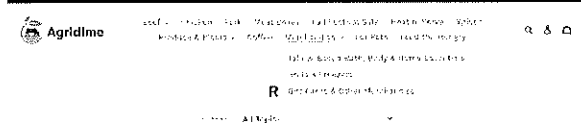
I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.



[Analyst Name]

Executed on this Day of November 20, 2023.

EXHIBIT C-1





Agridime

Beef Chicken Pork Meat Boxes Fall Festival Sale Meat n' Serve Spices
Produce & Plants Coffee Merchandise Fur Pets Feed the Hungry



AGRIDIME E-GIFT CARD

\$10.00

Shipping calculated at checkout.

Denominations

\$10.00

Quantity

1

ADD TO CART

Looking for the perfect gift for your favorite foodie? Look no further than an Agridime gift card! Our E-Gift Cards are the perfect way to give the gift of delicious, high-quality meat.

With our gift cards, your loved ones can choose from our wide selection of grass & grain-fed beef, free-range chicken, and pasture-raised pork, all raised by American farmers. Give the gift of delicious, responsibly raised meat today with an Agridime gift card!

Once purchased, we'll email you a unique gift card number that you can use at checkout. Be sure to keep the email or write down the gift card number!

If you have any questions, don't hesitate to email us at order@agridime.com.

SHARE TWEET PIN IT

LOOKING FOR A DIFFERENT OPTION?

Customer Reviews

☆☆☆☆☆

Be the first to write a review

WRITE A REVIEW

ASK A QUESTION

YOU MAY ALSO LIKE



Perfect Gift Set

\$64.99



10lb Specialty Beef Box
SHIPS FREE!

★★★★★ 2 reviews

\$195.88



Cookout Variety Box (14+
Packages)

★★★★★ 0 reviews

from \$123.37



20lb All Steak Cuts Box
SHIPS FREE!

★★★★★ 2 reviews

\$255.26

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

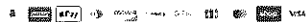
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Enter your email


SUBSCRIBE






© 2023, Agridime





 **Agridime**

Beef / Chicken / Pork / Meat Boxes / Fall Festival Sale / Heat n' Serve / Spices
Produce & Plants / Coffee / Merchandise / For Pets / Feed the Hungry

START EARNING \$ TODAY!

BECOME AN AGRIDIME AFFILIATE

Start earning money just for telling your friends and family to buy Agridime meat too! We're partnering with customers, influencers, foodies, and publishers who love our meat just as much as we do and want to share the word. Are you ready to join the Agridime family and start making money?

[JOIN NOW](#)

[Already a member? Login >>](#)



EARN 5% OF EACH SALE
You'll get 5% cash back for every order you refer.



MONTHLY PAYOUT
Receive your earnings every 30 days!




NO LIMIT
You can earn as much as you want without a cap! Cha-ching!

HOW IT WORKS

It's **FREE** to sign-up! Simply fill out the application and wait for approval. Once approved, you'll have a custom link you can share with your friends and family. You'll get 5% cash back for every sale you refer. Then, every 30 days you'll receive your earnings via PayPal. Log into your account anytime to keep track of your earnings. Plus, there is no cap. You can earn as much as you want!

[GET STARTED](#)



STEP 1

SIGN UP

[JOIN NOW](#)

STEP 2

Share your tracking link on your website, social profiles, blogs, and more!

STEP 3

Automatically earn 5% for each sale you bring in with your tracking link.

STEP 4

Automatically receive your earnings every 30 days via PayPal.

Get In Touch

(888)-664-6671
info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

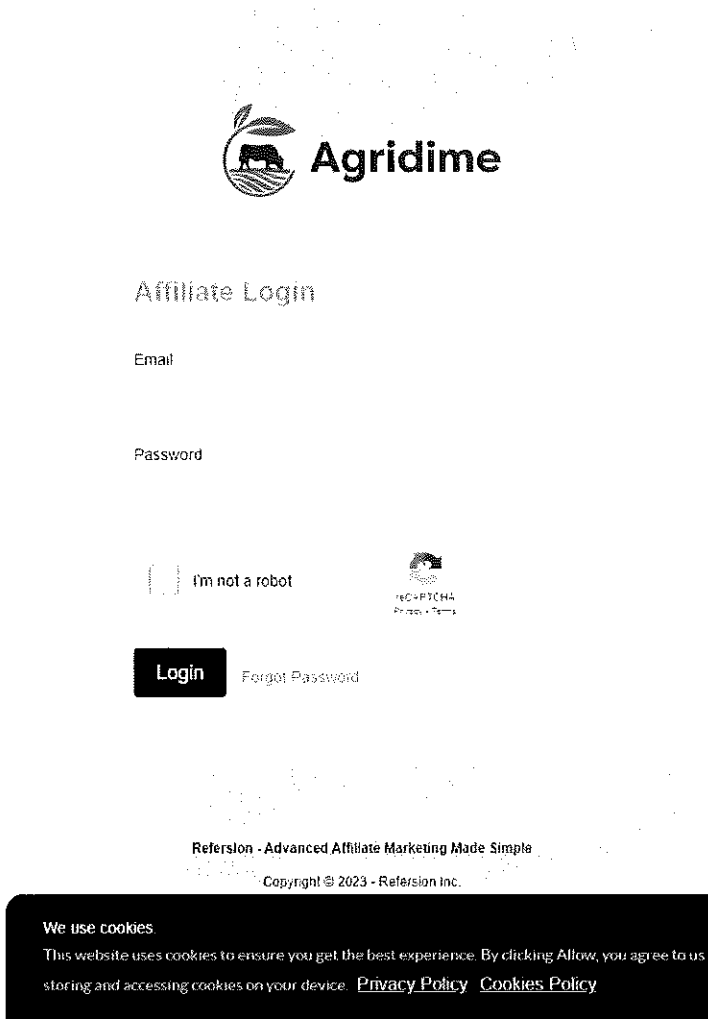
Enter Address

[SUBSCRIBE](#)



© 2023 Agridime

Page 6
Refersion - Login (Affiliate)
<https://agridime.refersion.com/affiliate/login>



Agridime

Affiliate Login

Email

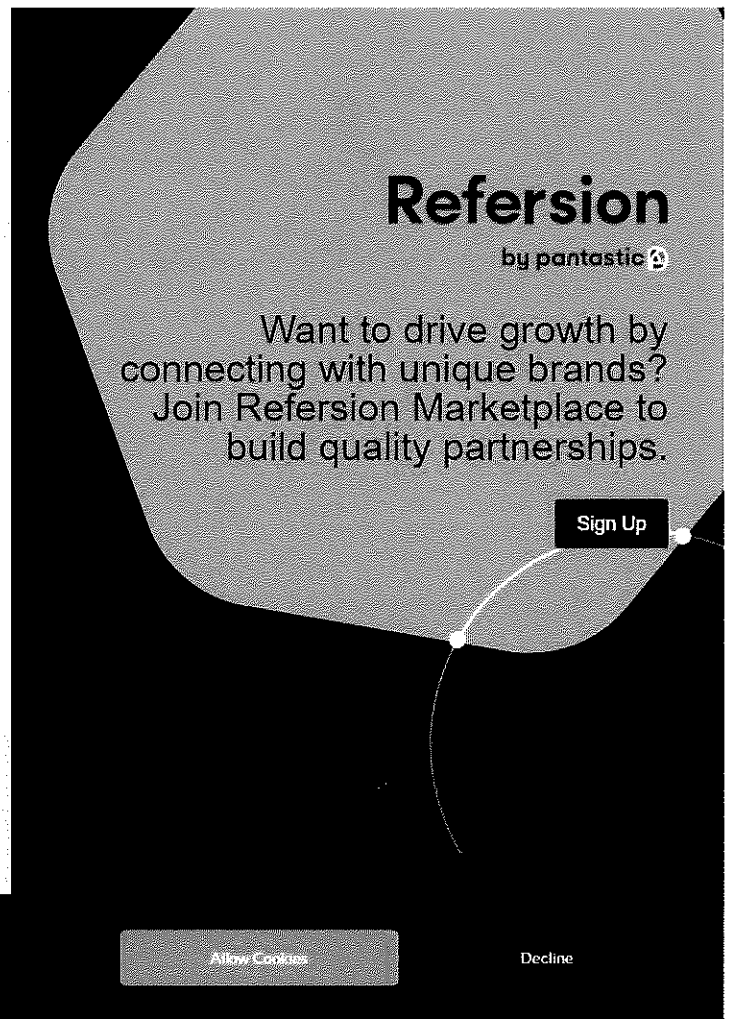
Password

☐ I'm not a robot

[Login](#) [Forgot Password](#)

Refersion - Advanced Affiliate Marketing Made Simple

Copyright © 2023 - Refersion Inc.



Refersion

by pantastic

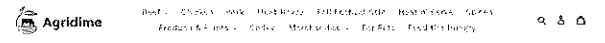
Want to drive growth by connecting with unique brands?
Join Refersion Marketplace to build quality partnerships.

[Sign Up](#)

We use cookies

This website uses cookies to ensure you get the best experience. By clicking Allow, you agree to us storing and accessing cookies on your device. [Privacy Policy](#) [Cookies Policy](#)

[Allow Cookies](#) [Decline](#)



About Us

At Agridime we believe that buying the BEST beef at the BEST price should be simple.

- So far this year we have helped over 200 farmers and ranchers throughout the Midwest and western states successfully sell their beef directly to our customers online.
- When you buy your beef from us you can KNOW it is coming directly from one of our partner farms right here in the United States of America—in God We Trust.

Our mission is to help farmers and ranchers in the Midwest and western states successfully sell their beef directly to our customers online. We humbly ask, would you be willing to help us revitalize rural America by trying our beef?

Our Team

Josh Link
General Manager

Tia Link
General Manager

Jed Wood
General Manager

Jason Link
General Manager

Dallas Garcke
General Manager

Kevin Morgan
General Manager

Sharon Chellars
General Manager

Royana Thomas
General Manager

Justin Williams
General Manager

Kaylee Hernandez
General Manager

Brooke Bessner
General Manager

Daniel Hernandez
General Manager

Sam Brooks
General Manager

Zach Williams
General Manager

Caleb Weaver
General Manager

Charlie Hicks
General Manager

John Teel
General Manager

Justin Bettles
General Manager

Rody Kind
General Manager

Get in Touch

800.664.7071

info@agridime.com

Discover

Recipes

Gift Cards

Our Story

Business in America

Affiliate Links

Company

About Us

Our Partners

FAQ

Privacy Policy

Feedback

Join Our Newsletter


ENTER EMAIL

SUBSCRIBE

Free shipping on orders \$175 +
\$35 Minimum to Ship




Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further updates, please email orderhelp@midwestmeat.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!

 Agridime


Beef ▾ Chicken ▾ Pork ▾ Meat Boxes ▾ Fall Festival Sale ▾ Heat n' Serve ▾ Spices ▾


Produce & Plants ▾ Coffee ▾ Merchandise ▾ For Pets ▾ Feed the Hungry ▾


  


Meet Our Farmers


Agridime partners with farmers right here in the USA to source top quality meat. Meet our farmers that make it all possible.



















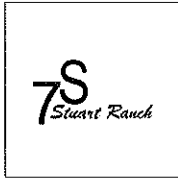















Get in Touch

(888)-664-6621
info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login




Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address:

SUBSCRIBE

© 2023, Agridime



Beef • Chicken • Pork • Meat Boxes • Full Feature Cuts • Heat & Serve • Spices
Breads & Flavors • Coffee • Miscellaneous • Pet Food • Feed the Hungry



FAQs

1. How long does shipping take?

- Once the order is processed it can take anywhere from 1-6 business days to ship. Then, once the order has shipped it should arrive within 1-2 business days. You'll receive an email when your order is processed and ready to ship.

2. Is your meat shipped fresh or frozen?

- All of our meat is shipped frozen.

3. Is shipping my only option?

- Yes, you can also pick up your items at either of our locations. Simply choose in-store pickup during checkout. You'll receive an email when your order is packed and ready. You can pickup your package at your local store on the day of pickup. [Friday 9:00am to 5:00pm](#),
 - [1019 N. Colorado Street Suite 102, Gilbert, AZ](#)
 - [682 W. Main Street, Phoenix, AZ 85004](#)
 - [6220 W. Camelback Rd. Suite 100, Phoenix, AZ 85033](#)

4. Why can't I ship my order?

- We only offer shipping for orders over \$15. If your cart has a subtotal below \$15, you will not see the shipping option during checkout. If you're having issues placing an order please email orderhelp@agrilidine.com for assistance.

5. Why can't I pickup my order?

- We offer pickup from both of our locations. In order to pickup your order, you must have all items in stock at our location in the same location. If a pickup item is not in stock at our location, you may not see the pickup option during checkout. If you're having issues placing an order please email orderhelp@agrilidine.com for assistance.

6. How do I make changes to an order I already placed?

- Please email orderhelp@agrilidine.com for any issues or questions you have regarding your order, as soon as possible. We can not guarantee product or address changes if your order has already been placed, but we'll do our best!

7. What shipping carrier do you use?

- We ship via UPS and FedEx.

8. How does the meat stay frozen during shipment?

- We use a corrugated box that has an insulated liner made with dry ice and ice packs. Watch the video at the bottom of this page to see how your package will travel.

9. Where does the meat come from?

- We partner with farms and ranches from the USA to allow consumers to purchase their best products directly from the farm.

10. How much is shipping?

- Shipping is FREE when you spend \$15 or more. If you purchase less than \$15, the standard shipping fee is \$15.95.

11. Can I pay for my order in installments?

- Yes, when using Shop Pay installments on orders between \$50 and \$1,000 you can pay for your order in 4 bi-weekly payments. The payments are even interest free. There are no late fees and it won't impact your credit score. Eligibility is managed by Affirm and based on your credit score. For issues with your installment, contact Shop Pay directly.

Here's how:

1. Add items to your cart
2. Checkout with Shop Pay
3. Choose to pay in 4 installments

[Learn more about installments](#)

12. How can I make a return?

- For all issues and returns, please contact orderhelp@agrilidine.com within 15 days of receiving your order and be sure to include a photo of the order packaging slip.

LOOKING FOR EVEN MORE?

Watch our upcoming video to learn more about how we're able to deliver frozen meat right to your door!



Get In Touch

[\(888\) 684-2621](tel:(888) 684-2621)
info@agrilidine.com

Discover

[Recipes](#)
[Gift Cards](#)
[Eat Local](#)
[Become an Affiliate](#)
[Affiliate Login](#)

Company

[About Us](#)
[Our Farmers](#)
[FAQs](#)
[Issue Policy](#)
[Feed the Hungry](#)

Join Our Newsletter

First Name

Subscribe

Page 10
Issue Policy – Agridime
<https://agridimestore.com/policies/refund-policy>

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com!

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Issue Policy

Mistakes happen from time to time, but we're here to help! If you've experienced an issue with your order please contact us right away.

Email, order@agridime.com and include a photo of your order packaging slip from your box and photos of any damaged items.

OUR POLICY

You have up to 15 days after receiving your order to submit an issue. Please inspect your order for damage and mistakes as soon as you receive your order. If your order is damaged or incorrect, contact us as soon as possible.

Get in Touch

[\(888\)-664-6621](tel:(888)-664-6621)

info@agridime.com

Discover

[Recipes](#)

[Gift Cards](#)

[Eat Local](#)

[Become an Affiliate](#)

[Affiliate Login](#)

Company

[About Us](#)

[Our Farmers](#)

[FAQs](#)

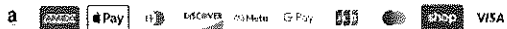
[Issue Policy](#)

[Feed the Hungry](#)

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Page 13
Help Feed the Hungry - Agrilume
https://agrilume.com/products/help-agrilume-feed-the-hungry?

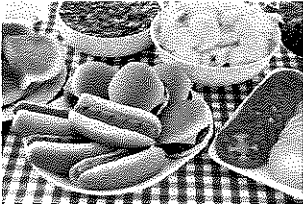
Free shipping on orders \$175 +
\$20 Minimum to Ship

Due to holiday demand, orders placed after 12:00 may not arrive by Thanksgiving Day.
For further updates, please email info@agrilume.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code **FREEBEEF** at checkout!



Beef • Chicken • Pork • Meat Boxes • Fall Festival Sub • Meat n' Sauce • Spices
Produce & Plants • Coffee • Merchandise • Pet Dots • [Feed the Hungry](#)



HELP FEED THE HUNGRY

\$2.00

Shipping calculated at checkout.

Use a \$10 instant discount for orders over \$100.00 with shop code

Quantity

Returning Donations

Quantity

1

ADD TO CART

SHARE TWEET PIN IT

Partner with us to Feed the Hungry in your Local Community!

We have been helping feed the widowed, orphaned and home-less in the Phoenix Metro Area now for the last 6 months. We are currently donating about 20,000 lbs per week of meat and heat and serve style meals. This helps feed about 4,000-4,500 people each week that would go hungry otherwise.

We are aiming for a big goal this year in 2023 as we have seen the needs of the hungry go worst too often. It is our goal to donate 150,000 lbs of meat and heat and serve style meals each week to the widowed, orphaned and home-lless. This will help feed 20,000-40,000 people that would go hungry otherwise each week this year.

We are asking for your help in the form of a one-time, weekly or monthly donation to help feed as many people as you are able to.

Example:

- Donating \$2 per week feeds one person, one time each week.
- Donating \$100 per week feeds 50 people, one time each week.
- Donating \$500 per week feeds 250 people, one time each week.
- Donating \$2,500 per week feeds 1,250 people, one time each week.

Meet Our Farmers

Customer Reviews

5.0 out of 5 stars

Be the first to write a review

WRITE A REVIEW

ASK A QUESTION

Reviews (0) Questions (0)

YOU MAY ALSO LIKE



Grain Fed Minute Steak Roast

★★★★★ (4 reviews)

\$4.49



The Open Range Tallow Collection

\$45.50 \$46.49

SALE



Ground Pork 1lb No Antibiotics, No Hormones

★★★★★ (12 reviews)

\$8.99



Grain Fed Hanging Tender (Hanger Steak)

★★★★★ (11 reviews)

from \$9.99 \$11.99

SALE

Get In Touch

(888) 664-6621

info@agrilume.com

Discover

Recipes

Gift Cards

Eat Local

Become an Affiliate

Affiliate Login

Company

About Us

Our Farmers

Faqs

Issue Policy

Feed the Hungry

Join Our Newsletter

First Name

Last Name

Email Address

Phone Number

Address

City

State

Zip

Country

Subscribe

AGRI LUME

AGRI LUME

© 2023, Agrilume

Page 12
Help Feed the Hungry - AgriDine
<https://agridine.com/products/help-agridine-feed-the-hungry?>

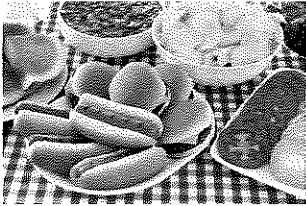
Free shipping on orders \$175 +
\$20 Minimum to Ship

Due to holiday season, orders placed after 11PM will not ship by Thanksgiving Day.
We cannot guarantee product availability for peak season.

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more Use code **FREEBEEF** at checkout!



Beef - Chicken - Pork - Meat Boxes - Full Festival Side - Meat of Season - Spices
Produce & Plants - Coffee - Merchandise - For Pets - [Feed the Hungry](#)



HELP FEED THE HUNGRY

\$2.00

Shipping calculated at check-out

112 Main Street, Suite 100, Portland, ME 04101-4000

One-time purchase

1 recurring donation

Quantity:
1

ADD TO CART

SHARE BUYER PRICE SAVE

Partner with us to Feed the Hungry in your Local Community!

We have been helping feed the widowed, orphaned and homeless in the Phoenix Metro Area now for the last 6 months.

We are currently donating about 2000 lbs per week of meat and heat and serve style meals. This helps feed about 4000-4500 people each week that would go hungry otherwise.

We are aiming for a big goal this year in 2023 as we have seen the needs of the hungry go up at too often.

It is our goal to donate 10,000 lbs of meat and heat and serve style meals each week to the widowed, orphaned and homeless. This will help feed 20,000-40,000 people that would go hungry otherwise each week this year.

We are asking for your help in the form of a one-time, weekly or monthly donation to help feed as many people as you are able to.

Example:

- Donating \$2 per week feeds one person, one time each week.
- Donating \$100 per week feeds 50 people, one time each week.
- Donating \$500 per week feeds 250 people, one time each week.
- Donating \$2,500 per week feeds 1,250 people, one time each week.

Meet Our Farmers

Customer Reviews

☆☆☆☆

Be the first to write a review

WRITE A REVIEW

ASK A QUESTION

Reviews (0) Questions (0)

YOU MAY ALSO LIKE



Grain Fed Minute Steak Roast

★★★★★ (1 review)

\$4.49



The Open Range Tallow Collection

\$45.50 \$46.49

SAVE



Ground Pork 1lb-16oz Antibiotics, No Hormones

★★★★★ (1 review)

\$8.99



Grain Fed Hanging Tender (Hanger Steak)

★★★★★ (1 review)

from \$9.50 \$11.99

SAVE

Get In Touch

(888) 664-6921

info@agridine.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Privacy Policy
Feed the Hungry

Join Our Newsletter

First Name

Last Name

Email Address

Phone Number

Address

City

State

Zip

Country

Subscribe

AGRI DINE

Facebook Twitter Instagram YouTube

© 2023 AgriDine

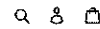
Free shipping on orders \$175+
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/15 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Farm to Table Grain Fed Beef

Grain-fed beef is highly nutritious. It has a buttery flavor due to the increased marbling provided from the grain-finish. Beef contains almost every nutrient you need to survive. At Agridime, our grain-fed grain-finished beef is sustainably, humanely, and ethically produced. We're passionate about sourcing the best quality beef from none other than our local American farmers. We are proud to source both grain-fed and grass-fed beef because each has its own distinct flavor valued by those with well-trained palates.

SORT BY Featured ▾

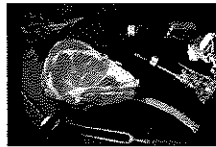
56 products 40 per page ▾



PRIME Grain Fed New York Strip Steak

★★★★★ 1 review
\$14.06 \$18.74

SALE



Grain Fed Choice Tomahawk Steak

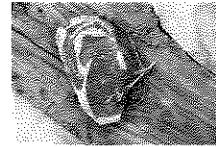
★★★★★ 52 reviews
from \$46.87 \$93.73

SALE



Grain Fed Porterhouse Steak 24oz

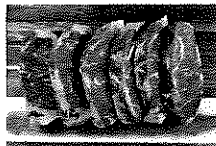
★★★★★ 19 reviews
\$35.99



Grain Fed Ribeye Steak

★★★★★ 56 reviews

from \$12.50



Grain Fed Choice Center Cut New York Strip 14oz (6 per package)

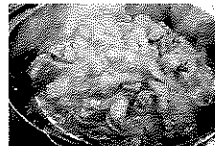
★★★★★ 9 reviews
\$99.70



Grain Fed New York Strip Steak

★★★★★ 193 reviews
from \$6.11 \$10.10

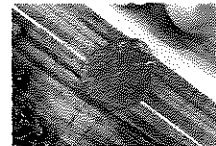
SALE



Grain Fed Steak Tips 1lb

★★★★★ 33 reviews
\$9.74 \$14.99

SALE



Grain Fed Tenderloin (Filet Mignon)

★★★★★ 40 reviews
from \$6.75

« Previous 1 2 3 ... 7 Next »

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

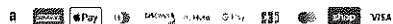
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Free shipping on orders \$175+
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry

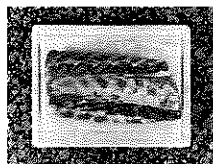


Grain Fed Primal Beef Cuts

Grain-fed beef is highly nutritious. It has a buttery flavor due to the increased marbling provided from the grain-finish. Beef contains almost every nutrient you need to survive. At Agridime, our grain-fed grain-finished beef is sustainably, humanely, and ethically produced. We're passionate about sourcing the best quality beef from none other than our local American farmers. We are proud to source both grain-fed and grass-fed beef because each has its own distinct flavor valued by those with well-trained palates.

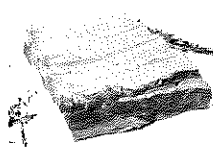
2041 34 ▾ Featured ▾

37 products 40 per page ▾

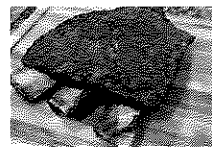


Grain Fed Ribeye Lip On Boneless (Whole Prime Rib)
★★★★★ 15 reviews
from \$66.51 \$78.25

SALE



Grain Fed Chuck Short Rib Bone In
★★★★★ 13 reviews
from \$8.89



Grain Fed Short Rib, Bone-In (123A Plate)
★★★★★ 94 reviews
from \$17.98



Grain Fed Frenched Ribeye
from \$259.90 \$324.87

SALE

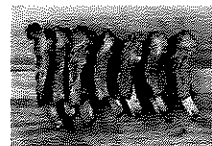


Grain Fed Strip Loin Boneless 0x1 (Whole New York Strip Loin)
★★★★★ 10 reviews
from \$78.70 \$104.93

SALE



Grain Fed Tenderloin Peeled Side Muscle On (Whole Tenderloin)
★★★★★ 5 reviews
from \$47.97



Grain Fed Back Ribs
★★★★★ 10 reviews
from \$12.77 \$15.96

SALE



Grain Fed Tri Tip Defatted
★★★★★ 25 reviews
from \$8.39 \$11.99

SALE

« Previous 1 2 3 ... 5 Next »

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

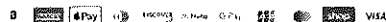
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



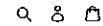
© 2023, Agridime

Due to holiday demand, orders placed after 10/10 may not arrive by Thanksgiving Day.
For further inquiries, please email orders@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry

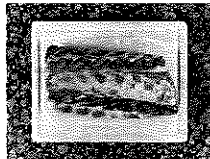


Grass Fed Primal Beef Cuts

According to well-trained palates, grass-fed beef is the best of the best. And Agridime agrees. Our grass-fed beef is the best because our beef comes from cows that have never ingested anything other than mother's milk and pastured forages which is just as Mother Nature intended. Our beef is grass-fed grass-finished, 100% lifetime pasture raised, antibiotic-free, and hormone-free. It is jam-packed with naturally occurring, nutrient dense vitamins such as Vitamin A, Vitamin E, B12, B6, Selenium, Iron, and Zinc. Please join us in trying the most nutrient dense protein that nature has to offer.

sort by Featured ▾

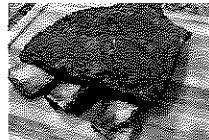
24 products 40 per page ▾



Grass-Fed Ribeye Lip On Boneless (Whole Prime Rib)
Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 6 reviews
from \$74.95



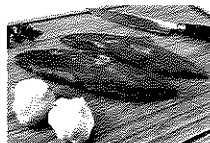
Grass-Fed Strip Loin Boneless 0x1 Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 2 reviews
from \$69.95



Grass-Fed Short Rib Bone-In Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 23 reviews
from \$17.58 ~~\$21.98~~
SALE



Grass-Fed Brisket Deckle Off Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 6 reviews
from \$40.75



Grass-Fed Bistro Filet (Teres Major) Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 4 reviews
from \$7.99



Grass-Fed Beef Belly (Boneless Navel) Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 12 reviews
from \$32.37 ~~\$35.97~~
SALE



Grass-Fed Tri Tip Defatted Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 6 reviews
from \$20.99 ~~\$29.98~~
SALE



Grass-Fed Tenderloin Peeled Side Muscle On (Whole Tenderloin) Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 3 reviews
from \$19.99

« Previous 1 2 3 Next »

Get In Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

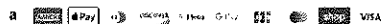
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry

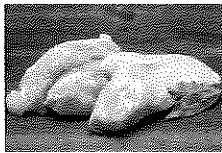


Farm to Table Chicken

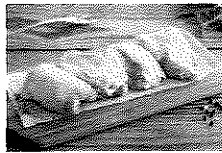
We partner with American farmers to provide the best quality chicken. At Agridime, our chicken is free range, all natural, and always free of antibiotics and hormones. Raising free range chickens is not just healthier for the chickens, it's healthier for you too. Free range chickens generally have lower fat content and more essential vitamins and minerals.

Sort by Featured ▾

7 products 40 per page ▾



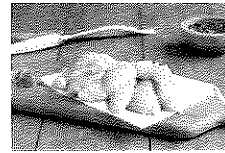
Boneless Skinless Chicken Breast All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 10 reviews
from \$16.50



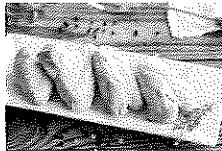
Chicken Thighs (.61-1.1lbs) All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 7 reviews
\$14.00



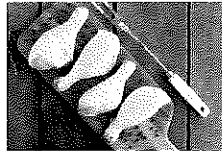
Ground Chicken 1lb All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 2 reviews
\$12.99



Chicken Tenderloin (.74-.84lbs) All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 4 reviews
\$16.50



Chicken Wings (1.35-1.65lbs) All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 11 reviews
\$13.99



Chicken Drumsticks (1.35-1.65 lbs) All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 7 reviews
\$11.50



Whole Chicken All Natural, Free Range, No Antibiotics, No Hormones
★★★★★ 3 reviews
from \$10.49

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

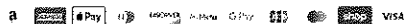
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Due to holiday demand, orders placed after 11/11 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Agridime

Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Farm to Table Pork

At Agridime we offer only the best farm-to-table pork. They're raised and fed on American farms, plus they're free of antibiotics and hormones.

SORT BY Featured ▾

21 products 40 per page ▾



Ground Pork 1lb No Antibiotics, No Hormones
★★★★★ 5 reviews
\$8.99



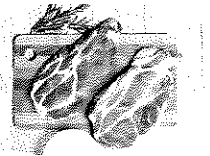
Pork Cured Hickory Smoked Bacon 16oz No Antibiotics, No Hormones
★★★★★ 13 reviews
\$13.00



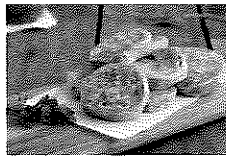
Premium Sliced Deli Ham
★★★★★ 3 reviews
\$17.99



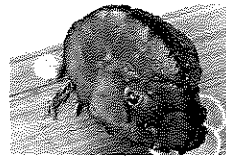
Pork Picnic Roast No Antibiotics, No Hormones
★★★★★ 1 review
from \$17.94



Pork Shoulder Steak No Antibiotics, No Hormones
★★★★★ 3 reviews
from \$5.74

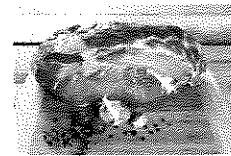


Pork Breakfast Sausage 1lb No Antibiotics, No Hormones
★★★★★ 6 reviews
\$8.99



Hickory Smoked Fully Cooked & Cured Ham - No Antibiotics, No Hormones
★★★★★ 1 review
from \$40.75 ~~\$54.33~~

SALE



Pork Boston Butt No Antibiotics, No Hormones
★★★★★ 6 reviews
from \$31.92

« Previous 1 2 3 Next »

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

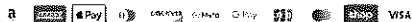
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime



Agridime

Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Meat Boxes

SORT BY Featured ▾

19 products 40 per page ▾



Breakfast Box (23 Packages + Coffee)
Ships Free!
★★★★★ 1 review
\$242.17



Half Beef Box (Includes FREE Traeger or Blackstone!)
Ships Free!
★★★★★ 3 reviews
\$2,723.97 ~~\$3,023.94~~
SALE



Quarter Beef Box (Includes FREE 7.0 cu. ft. Freezer!)
Ships Free!
★★★★★ 6 reviews
\$1,447.23 ~~\$1,599.73~~
SALE



Cookout Variety Box (14+ Packages)
★★★★★ 6 reviews
from \$123.37



Eighth Beef Box (INCLUDES FREE NINJA FOODI SMART GRILL!)
Ships Free!
\$770.80 ~~\$856.44~~
SALE



Beef, Chicken & Pork Box
Ships Free!
\$245.22



Side of Beef Subscription Box
Ships Free!
★★★★★ 8 reviews
\$203.75



Premium Grass Fed Beef Box
Ships Free!
★★★★★ 12 reviews
\$253.64

« Previous 1 2 3 Next »

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

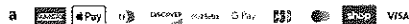
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

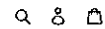
Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/31 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Fall Festival Sale

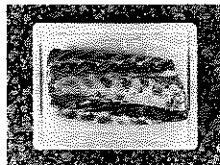
Savor the flavors of the season with amazing discounts of up to 50% off all your fall-inspired essentials! Shop now and stock your fridge before the holiday rush!

SORT BY **Featured ▾**

35 products 40 per page ▾



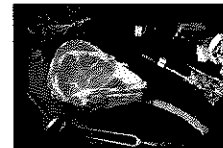
Half Beef Box (Includes FREE Traeger or Blackstone!)
Ships Free!
★★★★★ 3 reviews
\$2,723.97 \$3,023.94
SALE



Grain Fed Ribeye Lip On Boneless (Whole Prime Rib)
★★★★★ 15 reviews
from \$66.51 \$70.25
SALE



Grain Fed Beef Stew Meat 1lb
★★★★★ 15 reviews
\$6.10 \$9.39
SALE



Grain Fed Choice Tomahawk Steak
★★★★★ 52 reviews
from \$46.87 \$93.73
SALE



Grain Fed Strip Loin Boneless 0x1 (Whole New York Strip Loin)
★★★★★ 10 reviews
from \$78.70 \$104.99
SALE



Hickory Smoked Fully Cooked & Cured Ham - No Antibiotics, No Hormones
★★★★★ 1 review
from \$40.75 \$54.33
SALE



Quarter Beef Box (Includes FREE 7.0 cu. ft. Freezer!)
Ships Free!
★★★★★ 6 reviews
\$1,447.23 \$1,599.73
SALE



15lb Slow Cooker Beef Box
Ships Free!
★★★★★ 4 reviews
\$111.10 \$138.87
SALE

« Previous 1 2 3 ... 5 Next »

Get in Touch

[\(888\)-664-6621](tel:(888)-664-6621)

info@agridime.com

Discover

[Recipes](#)
[Gift Cards](#)
[Eat Local](#)
[Become an Affiliate](#)
[Affiliate Login](#)

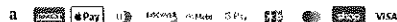
Company

[About Us](#)
[Our Farmers](#)
[FAQs](#)
[Issue Policy](#)
[Feed the Hungry](#)

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

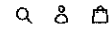
Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry

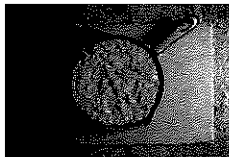


Heat n' Serve

Meals Ready in Minutes

SORT BY Featured ▾

14 products 40 per page ▾



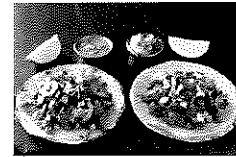
Beef Marinara Sauce 16oz
\$13.99



Premium Sliced Deli Ham
★★★★★ 3 reviews
\$17.99



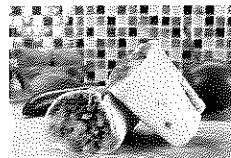
Fully Cooked BBQ Beef
★★★★★ 6 reviews
\$14.99



Cooked Beef Barbacoa 16oz
(Taco/Fajita Meat)
★★★★★ 2 reviews
\$14.99



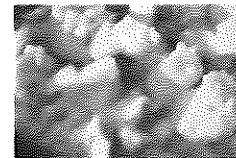
Beef Steak Breakfast Burrito
8oz
★★★★★ 5 reviews
\$7.99



Beef Sausage Breakfast
Burrito 8oz
★★★★★ 6 reviews
\$7.99



Beef Fajita Burrito 8oz
★★★★★ 5 reviews
\$7.99



Beef Tallow Cooking Oil
★★★★★ 22 reviews
from \$10.79 \$11.99
SALE

« Previous 1 2 Next »

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

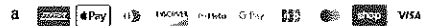
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

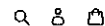
Due to holiday demand, orders placed after 11/15 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Agridime

Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Spices and Rubs

SORT BY Featured ▾

15 products 40 per page ▾



Signature Steak Seasoning
★★★★★ 6 reviews
\$12.99



Santa Maria Style Seasoning
★★★★★ 2 reviews
\$11.99



Ultimate Steakhouse Burger Seasoning
★★★★★ 2 reviews
\$12.99



Cattlemen's Ranch Seasoning
★★★★★ 1 review
\$12.99



Smoky Roasted Garlic & Onion Seasoning
★★★★★ 2 reviews
\$12.99



Kansas City Steak Rub
★★★★★ 2 reviews
\$12.99



Competition Beef Rub
★★★★★ 10 reviews
\$15.99



Competition Pork Rub
★★★★★ 1 review
\$15.99

« Previous 1 2 Next »

Get In Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

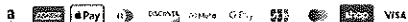
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



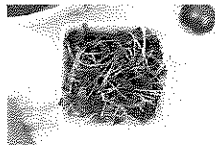
Shop All | Gilbert Greens

Discover Gilbert Greens, now in partnership with Agridime, presenting an extraordinary selection of microgreens, fruit, citrus, and house plant starters. Immerse yourself in a greener lifestyle with their unwavering commitment to excellence. Every product is carefully nurtured, free from hormones, pesticides, and GMOs.

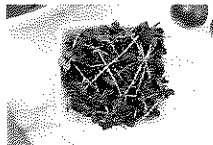
Taste the vibrant flavors of their meticulously cultivated microgreens, experience the joy of growing your own food with their fruit and citrus starters, or add a touch of nature to your home with their captivating house plant starters. Gilbert Greens and Agridime join forces to provide you with the freshest, highest quality produce, while promoting sustainable farming practices. Embrace a healthier future and indulge in the exceptional offerings of Gilbert Greens!

SORT BY Featured ▾

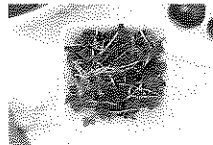
24 products 40 per page ▾



Spicy Salad Mix Microgreens | 4 Pack
\$28.77 ~~\$35.96~~
SALE



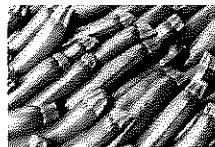
Red Acre Cabbage Microgreens | 4 Pack
\$35.96



Broccoli Microgreens | 4 Pack
\$28.77 ~~\$35.96~~
SALE



Organic Rambo Purple Radish Microgreens | 4 Pack
\$28.77 ~~\$35.96~~
SALE



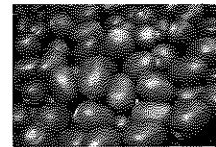
Zucchini Starter | Small | 4 Pack
\$14.40 ~~\$16.00~~
SALE



Zanzibar Gem (ZZ Plant) Starter | Medium | 4 Pack
\$36.00
SOLD OUT



Rubber Tree Starter | Medium | 4 Pack
\$36.00
SOLD OUT



Roma Tomato Plant Starter | Small | 4 Pack
\$16.00
SOLD OUT

« Previous 1 2 3 Next »

Get in Touch

(888)-664-6621
info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry

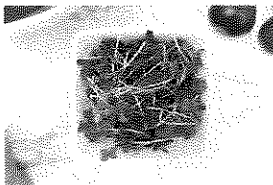


Microgreens

Take your culinary creations to new heights with our diverse collection of fresh and flavorful microgreens! Perfect for home chefs and foodies alike, our microgreens offer a wide range of delectable tastes and textures that will enhance any dish. Not only do they add a burst of flavor, but they are also packed with powerful nutrients that can boost your health and wellbeing. With our microgreens, you can enjoy a delicious and nutritious meal every time.

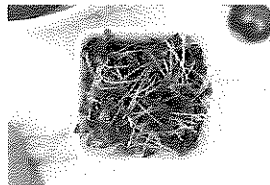
SORT BY Best selling ▾

4 products 40 per page ▾



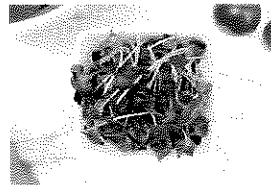
Broccoli Microgreens | 4 Pack
\$28.77 ~~\$35.96~~

SALE



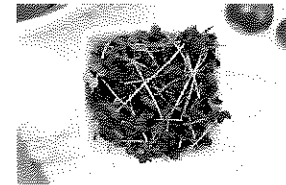
Spicy Salad Mix Microgreens |
4 Pack
\$28.77 ~~\$35.96~~

SALE



Organic Rambo Purple Radish
Microgreens | 4 Pack
\$28.77 ~~\$35.96~~

SALE



Red Acre Cabbage
Microgreens | 4 Pack
\$35.96

Get in Touch

[\(888\)-664-6621](tel:(888)-664-6621)

info@agridime.com

Discover

[Recipes](#)
[Gift Cards](#)
[Eat Local](#)
[Become an Affiliate](#)
[Affiliate Login](#)

Company

[About Us](#)
[Our Farmers](#)
[FAQs](#)
[Issue Policy](#)
[Feed the Hungry](#)

Join Our Newsletter

Email address

SUBSCRIBE



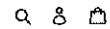
© 2023, Agridime

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email small.orders@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry

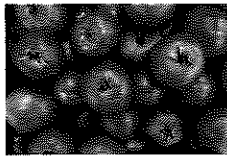


Fruit & Vegetable Starters

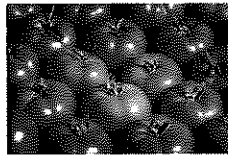
Skip the tedious seed-growing process and embrace the joy of instant greenery. Our robust starter tomato plants and vibrant citrus trees offer a head start, saving you time and ensuring a thriving garden. Experience the delight of nurturing well-established plants, ready to bloom into fruitful wonders. Unleash your inner gardener and reap the rewards sooner with our exquisite starter plants!

SORT BY Alphabetically, A-Z ▾

10 products 40 per page ▾



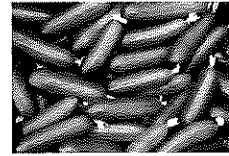
Better Boy Tomato Plant
Starter | Small | 4 Pack
\$16.00



Celebrity Tomato Plant
Starter | Small | 4 Pack
\$14.40 ~~\$16.00~~
SOLD OUT



Clemson Spineless Okra
Starter | Small | 4 Pack
\$16.00
SOLD OUT



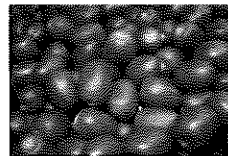
Cucumber Starter | Small | 4
Pack
\$16.00



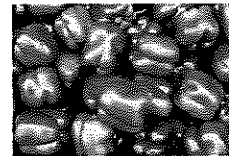
Marketmore Cucumber
Starter | Small | 4 Pack
\$16.00



Provider Bush Bean Starter |
Small | 4 Pack
\$16.00
SOLD OUT



Roma Tomato Plant Starter |
Small | 4 Pack
\$16.00
SOLD OUT



Sweet California Wonder
Pepper Starter | Small | 4
Pack
\$14.40 ~~\$16.00~~
SALE

« Previous 1 2 Next »

Get in Touch

(888)-664-6621
info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

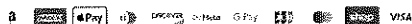
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email orders@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Agridime

Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



House Plant Starters | Small

Transform your home into a lush oasis with Gilbert Greens' exquisite collection of house plants. Unlike mass-produced options at large retailers, our plants are nurtured with love, expert care, and attention to detail. Experience the difference in quality, as our hand-picked selection boasts vibrant colors, lush foliage, and a guarantee of healthy growth. Elevate your space with our unique house plants and create an ambiance that reflects your style and sophistication. Let Gilbert Greens bring nature's beauty to your doorstep!

SORT BY Best selling ▾

6 products 40 per page ▾



Monstera Deliciosa Starter |
Small | 4 Pack
\$20.00

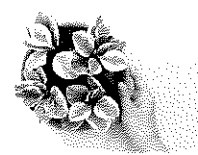


Peperomia Emerald Isle
Starter | Small | 4 Pack
\$20.00



Queen Marble Pothos Starter
| Small | 4 Pack
\$20.00

SOLD OUT



Citrus Twist Peperomia
Starter | Small | 4 Pack
\$20.00



Pothos Starter | Small | 4
Pack
\$20.00



Pothos Exotica Starter |
Small | 4 Pack
\$20.00

SOLD OUT

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

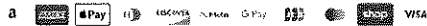
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



House Plant Starters | Medium

Create a captivating indoor retreat with Gilbert Greens' stunning assortment of medium-sized starter house plants. Each plant is meticulously cultivated with utmost care, ensuring exceptional quality and attention to detail. Revel in the brilliance of vibrant hues, luxurious foliage, and assured vitality that our carefully chosen collection offers. Embellish your surroundings with these extraordinary house plants, establishing an ambiance that mirrors your refined taste and elegance. Let Gilbert Greens infuse the allure of nature into your home!

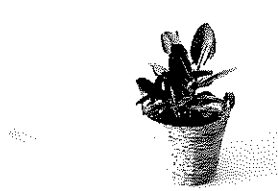
SORT BY Best selling ▾

4 products 40 per page ▾



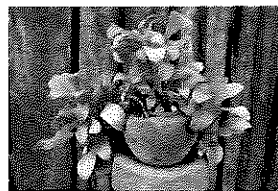
Zanzibar Gem (ZZ Plant)
Starter | Medium | 4 Pack
\$36.00

SOLD OUT

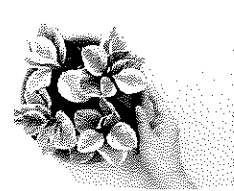


Rubber Tree Starter | Medium
| 4 Pack
\$36.00

SOLD OUT



Pothos Starter | Medium | 4
Pack
\$36.00



Citrus Twist Peperomia
Starter | Medium | 4 Pack
\$36.00

Get in Touch

[\(888\)-664-6621](tel:(888)-664-6621)

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

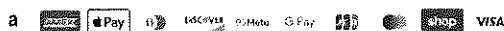
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime



Agridime

Beef - Chicken - Pork - Meat Boxes - Fall Festival Sale - Heat n' Serve - Spices
Produce & Plants - Coffee - Merchandise - For Pets - Feed the Hungry



Ott's Flatiron Coffee

Discover the perfect coffee to pair with your farm-to-table meats! Agridime is excited to partner with Ott's Flatiron Coffee, a veteran and family-owned business located in Apache Junction, Arizona. Their high-quality coffee is roasted in small batches, using a special air roaster that brings out the best in every bean. Ott's unique blends target specific tastes, notes, and mouthfeel, ensuring a unique and satisfying experience with every cup. Plus, their coffee pods offer the same rich, bold flavor in a convenient K-cup form. Whether you're a coffee aficionado or just starting out, Ott's Flatiron Coffee has a blend that will suit your preferences. Shop now and taste the difference!

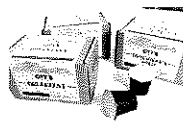
Featured

8 products 40 per page



Ott's Coffee Trio Pack
(Ground or Whole Bean)
\$48.60 ~~\$54.00~~

SALE



Ott's Coffee Trio Pack | K-Cups
\$37.60 ~~\$42.00~~

SALE



Dutchman's Gold Coffee
\$18.00



Dutchman's Gold Coffee | K-Cups
\$14.00



Breakfast Blend Coffee | K-Cups
\$14.00



Breakfast Blend Coffee
★★★★★ 1.7k reviews
\$18.00



Flatiron House Blend Coffee | K-Cups
★★★★★ 1.2k reviews
\$14.00



Flatiron House Blend Coffee
★★★★★ 1.1k reviews
\$18.00



Get In Touch

(888)-664-6621

info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime



AgriDime

Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Tallow-Based Bath, Body & Home Essentials

OPEN RANGE TALLOW CO.

At AgriDime, we believe it's important in life not to waste what you're blessed with.

Our sister company, **Open Range Tallow Co.**, helps us accomplish this vision by utilizing Tallow in all of their products.

Enjoy luxurious candles, gentle lotions & fragrant hand soaps knowing that you're joining us on our mission to **waste less, live sustainably & honor the life of the animal.**

Sort By Featured ▾

29 products 40 per page ▾



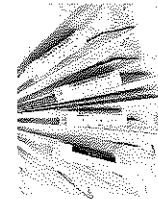
Lover's Lane Tallow & Beeswax Candle
★★★★★ 1 review
~~\$22.50~~ ~~\$30.00~~
SALE



Tallow Lotion 8oz
★★★★★ 10 reviews
\$11.99



Travel Tallow Lotion 2oz
★★★★★ 2 reviews
from \$5.60 ~~\$7.00~~
SALE



Tallow Lip Balm
★★★★★ 5 reviews
from \$3.50 ~~\$5.00~~
SALE



Travel Whipped Tallow Balm 1oz
★★★★★ 2 reviews
\$12.99



Whipped Tallow Balm 3.3oz
★★★★★ 3 reviews
~~\$25.49~~ ~~\$29.99~~
SALE



Reusable Food Wraps
\$10.00



The Open Range Tallow Collection
~~\$41.50~~ ~~\$46.49~~
SALE

« Previous 1 2 3 4 Next »

Get In Touch

(888)-664-6621
info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, AgriDime

Page 30
Appliances – Agridime
<https://agridimestore.com/collections/appliances>

Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Agridime

Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



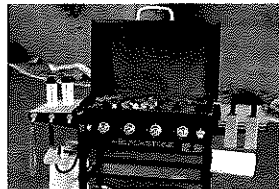
Appliances

SORT BY Featured ▾

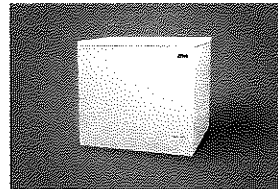
4 products 40 per page ▾



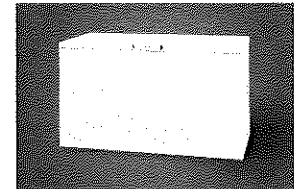
Traeger Pro Series 22 Pellet Grill
\$797.00



Blackstone 4-Burner Propane Griddle
\$797.00



7.0 cu. ft. Deep Freezer
\$499.00



14.8 cu. ft. Deep Freezer
\$1,097.00

Get in Touch

[\(888\)-664-6621](tel:(888)-664-6621)

info@agridime.com

Discover

[Recipes](#)

[Gift Cards](#)

[Eat Local](#)

[Become an Affiliate](#)

[Affiliate Login](#)

Company

[About Us](#)

[Our Farmers](#)

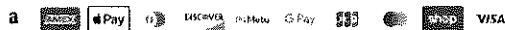
[FAQs](#)

[Issue Policy](#)

[Feed the Hungry](#)

Join Our Newsletter

SUBSCRIBE



© 2023, Agridime

Free shipping on orders \$175+
\$35 Minimum to Ship

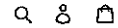
Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Agridime

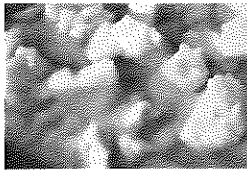
Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Gifts Cards & Other Merchandise

SORT BY Best selling ▾

7 products 40 per page ▾

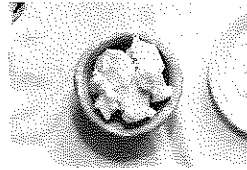


Beef Tallow Cooking Oil
★★★★★ 22 reviews
from \$10.79 ~~\$11.99~~

SALE



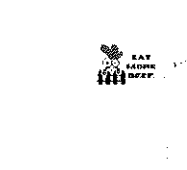
Agridime E-Gift Card
from \$10.00



Grass-Fed Beef Tallow
Cooking Oil 1lb
★★★★★ 5 reviews
\$18.99



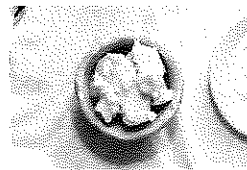
America, Freedom, Beef. —
Tee
\$25.00



Eat More Beef — Tee
★★★★★ 1 review
\$25.00



Freedom Since 1776 — Tee
\$25.00



Premium Beef Tallow From
Kidney Fat Only
\$335.86

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes

Gift Cards

Eat Local

Become an Affiliate

Affiliate Login

Company

About Us

Our Farmers

FAQs

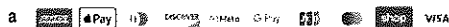
Issue Policy

Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Agridime

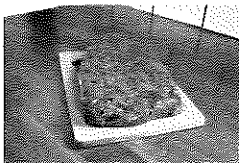
Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



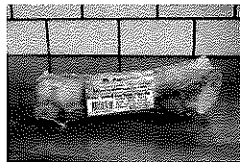
For Pets

SORT BY Featured ▾

8 products 40 per page ▾



Beef Dog Food
★★★★★ 2 reviews
from \$4.50



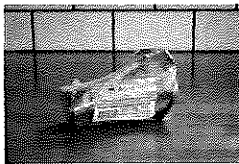
Hickory Smoked Dog Bone -
Hind Shank Center Cut
\$5.99 \$7.99
SALE



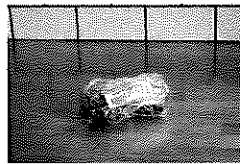
Hickory Smoked Dog Bone -
Femur Center Cut
\$5.99 \$7.99
SALE



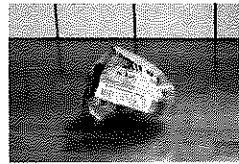
Hickory Smoked Dog Bone -
Saddle Knuckle
\$5.99 \$7.99
SALE



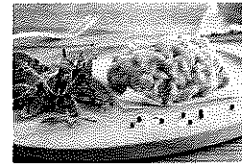
Hickory Smoked Dog Bone -
Humerus Center Cut
\$5.99 \$7.99
SALE



Hickory Smoked Dog Bone -
Knee Caps
\$5.99 \$7.99
SALE



Hickory Smoked Dog Bone -
Arm Knuckle
\$5.99 \$7.99
SALE



Ground Chicken
Frames/Backs 16oz All
Natural, Free Range, No
Antibiotics, No Hormones
★★★★★ 5 reviews
\$7.00

Get in Touch

(888)-664-6621
info@agridime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Page 33

Help Feed the Hungry - Agrilume

https://agrilume.com/products/help-agrilume-feed-the-hungry?

Free shipping on orders \$175 +

See item(s) to ship

Due to holiday demand, orders placed today 11/13 may not arrive by the shipping day

For more information, please visit: [agrilume.com](#)

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more Use code FREEBEEF at checkout!

Agrilume

Beef

Chicken

Pork

Meat Boxes

Fall Festival Sale

Heat n' Serve

Spices

Produce & Plants

Coffee

Merchandise

For Pets

Feed the Hungry

🔍

🛒

👤

HELP FEED THE HUNGRY

\$2.00

[Shipping calculated at checkout.](#)

Qty: 1 & checkout this item helps for orders over \$50.00 to ship 🇺🇸

Available

One-time purchase

1 Recurring Purchase

Quantity

1

ADD TO CART

📷

🐦

📺

📧

Partner with us to Feed the Hungry in your Local Community!

We have been helping feed the widowed, orphaned and homeless in the Phoenix Metro Area now for the last 4 months. We are currently donating about 2,000 lbs per week of meat and heat and serve style meals. This helps feed about 4,000-8,000 people each week that would go hungry otherwise.

We are aiming for a big goal this year in 2023 as we have seen the needs of the hungry go unmet too often.

It is our goal to donate 10,000 lbs of meat and heat and serve style meals each week to the widowed, orphaned and homeless. This will help feed 20,000-40,000 people that would go hungry otherwise each week this year.

We are asking for your help in the form of a one time, weekly or monthly donation to help feed as many people as you are able to.

Example:

▪ Donating \$2 per week feeds one person, one time each week.

▪ Donating \$100 per week feeds 50 people, one time each week.

▪ Donating \$500 per week feeds 250 people, one time each week.

▪ Donating \$2,500 per week feeds 1,250 people, one time each week.

Meet Our Farmers

Customer Reviews

☆☆☆☆

Be the first to write a review

WRITE A REVIEW

ASK A QUESTION

Reviews (0)

Questions (0)

YOU MAY ALSO LIKE

Grain Fed Minute Steak Box

★★★★★ (3 reviews)

\$4.49

The Open Range Tallow Collection

★★★★★ (1 review)

\$41.50 ~~\$46.49~~

SALE

Ground Pork 1lb No Antibiotics, No Hormones

★★★★★ (1 review)

\$8.99

Grain Fed Hanging Tender (Hanger Steak)

★★★★★ (1 review)

from \$9.99 \$11.99

SALE

Get In Touch

(888) 661-8621

info@agrilume.com

Discover

Recipes

Gift Cards

Eat Local

Become an Affiliate

Affiliate Login

Company

About Us

Our Farmers

FAQs

Issue Policy

Feed the Hungry

Join Our Newsletter

For updates

SUBSCRIBE

© 2023 Agrilume

📱

🐦

📺

📧

Captured by FireShot Pro! 20 November 2023, 11:22:12
<https://www.fireshot.com>

APP 6048

Free shipping on orders \$175 +
\$35 Minimum to Ship

Due to holiday demand, orders placed after 11/12 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Login

Email

Password

Forgot your password?

SIGN IN

Create account

HAVING ISSUES MANAGING YOUR SUBSCRIPTION?

Receive a link to access your subscriptions. No password needed.

FIND MY SUBSCRIPTION

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes

Gift Cards

Eat Local

Become an Affiliate

Affiliate Login

Company

About Us

Our Farmers

FAQs

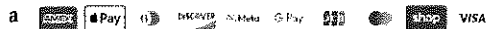
Issue Policy

Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

Due to holiday demand, orders placed after 11/13 may not arrive by Thanksgiving Day.
For further inquiries, please email order@agridime.com

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork Meat Boxes Fall Festival Sale Heat n' Serve Spices
Produce & Plants ▾ Coffee Merchandise ▾ For Pets Feed the Hungry



Your shopping cart is empty

Want FREE Beef?

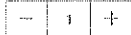
Add \$250 worth of products to you cart and proceed to the checkout, where you'll enter the discount code **FREEBEEF**. It's that easy! You will receive a second email after submitting your order, letting you know we added your FREE beef. If you prefer Grass-Fed or Grain-Fed, you can leave a note to our staff above. *Not to be combined with other discount codes.*

You may also like...



Grain Fed Choice Tomahawk...
32-34oz

~~\$69.99~~ \$49.99



Add to cart



Grain Fed New York Strip Steak
10oz ▾

~~\$10.18~~ \$6.11

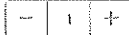


Add to cart



Beef Fajita Burrito 8oz

\$7.99



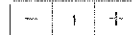
Add to cart



Grain Fed Short Rib, Bone-In...

7 lbs (2pc. per ... ▾

\$62.93



Add to cart

Get in Touch

(888)-664-6621

info@agridime.com

Discover

Recipes

Gift Cards

Eat Local

Become an Affiliate

Affiliate Login

Company

About Us

Our Farmers

FAQs

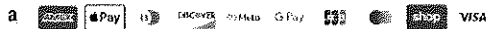
Issue Policy

Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agridime

EXHIBIT D

STATE OF NORTH DAKOTA

SECURITIES DEPARTMENT

**In the Matter of Agridime LLC, a Texas
limited liability company, and Joshua Link**

Respondents.

**DECLARATION OF CANDACE
JOHNSON ON BEHALF OF THE
NORTH DAKOTA SECURITIES
DEPARTMENT**

[1] I, Candace Johnson, being under penalty of perjury, declare the following statements are true and correct.

[2] I am a Securities Investigator and Examiner for the North Dakota Securities Department (the "Department") and have held that position since 2020. Some of my duties include conducting investigations regarding violations of the North Dakota Securities Laws.

[3] I am and have been the investigator assigned to Agridime LLC since the Department became aware of the business activities in North Dakota in March of 2023. My investigative analysis concluded that the activity by Agridime LLC met the definition of unregistered sales of securities in the form of investment contracts under N.D.C.C. § 10-04-02(19). Attached as Exhibit 1 is true and correct copy of a page from Agridime's website captured on April 26, 2023 in which Agridime offers for sale certain "cattle contracts," which contracts, based upon the Department's analysis, constitute securities.

[4] In consultation with Department legal counsel a Cease-and-Desist Order was drafted. The Securities Commissioner signed and issued the Cease-and-Desist Order on May 24, 2023. The Order contained the following language:

APP 0052

IT IS ORDERED, pursuant to N.D.C.C. § 10-04-16 that the Respondents shall immediately CEASE AND DESIST from any further violations of the Securities Act, N.D.C.C. Chapter 10-04, including:

1. Offering for sale or selling in North Dakota the subject securities, or any other securities however denominated, unless and until such securities have been registered with the Department under N.D.C.C. §§ 10-04-07, 10-04-07.1, 10-04-07.2, 10-04-08, or 10-04-08.1 and have not been offered for sale or been sold in exempt transactions under Section 10-04-05 or 10-04-06 or are properly filed as federal covered securities under 10-04-08.4.
2. From offering for sale or selling securities in North Dakota unless and until they have registered with the Securities Commissioner as broker dealers, issuer-dealers or agents under N.D.C.C. § 10-04-10; and
3. From engaging in a scheme or artifice to defraud investors, or from engaging in any fraudulent or deceptive practices in connection with the offer and/or sale of securities in this state under N.D.C.C. § 10-04-15.

[5] Agridime, LLC retained local counsel in North Dakota and the local counsel, through Agridime's general counsel in Texas, has been providing information to the Department. Based upon my review of the records and information that were produced by Agridime and other state securities regulators, I analyzed the information and created a North Dakota investor list including both fulfilled and unfulfilled contracts in North Dakota. See Exhibit 2; see also Exhibit 3 (fulfilled contracts) & 4 (unfulfilled contracts).

[6] My investigation of investment contracts sold in North Dakota leading up to June 7, 2023, identified and confirmed 149 distinct investors, including individuals and entities. There were 118 fulfilled investment contracts totaling \$25,453,600 and 148 unfulfilled investment contracts totaling \$33,617,700. Id.

[7] Based upon records received, there have been at least 18 contracts sold to North Dakota investors after the Cease-and-Desist Order was issued May 24, 2023. See

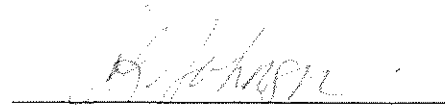
Exhibit 5 (summary of contracts sold to North Dakota investors after Cease-and-Desist Order issued).

[8] The Department recently received documents and information regarding commissions paid to agents of Agridime LLC for the sale of these investment contracts in North Dakota. Based upon the information received, two agents received commissions from June 10th, 2022, to June 16th, 2023, this in violation of securities laws in North Dakota. According to records, Taylor Bang received a total of \$5,625,839.24 in commissions and sold 145 investment contracts. See Exhibits 6 (summary of contract sales by Bang and Murray), 7 & 8 (summary of commissions paid to Bang and Murray). Glenn Murray received a total of \$195,900 in commissions and sold 6 investment contracts. See Exhibits 6, 8, & 9. These transactions were conducted while neither party was registered as an agent with the North Dakota Securities Department as required and in violation of N.D.C.C. § 10-04-10. Attached here as Exhibit 7 is a true and correct copy of a sales representative agreement between Agridime, LLC and Taylor Bang, which was produced to the Department by Agridime, LLC. Attached here as Exhibit 9 is a true and correct copy of a sales representative agreement between Agridime, LLC and Glenn Murray, which was produced to the Department by Agridime, LLC

[9] The attached exhibits are true and correct copies of the original documents produced by Agridime, LLC to the Department or are copies of documents created by the Department. These documents were produced in response to a request from the Department and/or were created at or near the time of the events they record by someone with knowledge, have been kept in the regular course of the Department's activities, and it is a regular practice of the Department to maintain such documents.

[10] I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 7th day of December 2023.

A handwritten signature in dark ink, appearing to read "C. Johnson", is written over a horizontal line.

Candace Johnson

EXHIBIT D-1



HOME STORE BUY CATTLE HERE MEAT DISTRIBUTION CATTLE BACKGROUNDING CATTLE FINISHING AFFILIATES CONTACT

<https://www.agridime.com>
<https://www.agridime.com/buy-cattle-here>

4-26-23



Step One

We are offering cattle for sale at \$2,000 per calf. Each calf is contracted into our proprietary beef supply chain

All cattle purchased during Q2 of 2023 will be guaranteed 15-20% yearly profits. Ask us about a higher guaranteed return for purchases of 50 head or more.

Each calf purchased will be raised and finished on our partner farms in Kansas until they are ready to go to the butcher



Step Two

Once your cattle have been processed we sell the beef to our online store and grocery store customers.

All of this results in a fair price for anyone who purchases Agridime beef, and a generous profit for you as the owner of the cattle.

All customers that purchase cattle are issued a contract at the time of purchase certifying and describing payment of cattle contract profits



Step Three

We look forward to discussing the opportunity with you further! Feel free to reach out at cattle@agridime.com or make your first cattle purchase below

Note: Only a limited number of cattle available for Q2 of 2023.



Proven Results: 2021 Client Averages

In 2021, our customers averaged over 20% profit on more than 5,000 head of cattle raised in our system.



[HOME](#) [STORE](#) [BUY CATTLE HERE](#) [MEAT DISTRIBUTION](#) [CATTLE BACKGROUNDING](#) [CATTLE FINISHING](#) [AFFILIATES](#) [CONTACT](#)

Financial Summary

Here's how the financials breakdown for the 15-20% return on our cattle contracts:

The customer purchases cattle from us for \$2,000 per head. That \$2,000 is used to purchase one steer or heifer, feed that animal to finish, fully process the beef into retail packaging and then ultimately sell the beef.

Each steer or heifer purchased will yield an average of 500 lbs of retail-able beef products.

Our average sale price for those products is \$6.00 per lb.

With that, our average top line revenue per head is \$3,000.

This results in \$300-\$400 per head profit (15-20% return) for the customer and \$600 per head profit (30% return) for Agridime.

As mentioned, our average top line revenue per head is \$3,000.

Respectively, we feel if we were giving much less than a 15-20% return that we wouldn't be doing right by our customers. Our aim is to create a sustainable supply chain that we can have 100% transparency with start to finish and everybody still wins. Our goal is to be able to offer these same contracts to our customers year over year. We look forward to working with you to provide sustainable food for everyone.

[BUY CATTLE HERE](#)

APP 0058



[HOME](#) [STORE](#) [BUY CATTLE HERE](#) [MEAT DISTRIBUTION](#) [CATTLE BACKGROUNDING](#) [CATTLE FINISHING](#) [AFFILIATES](#) [CONTACT](#)

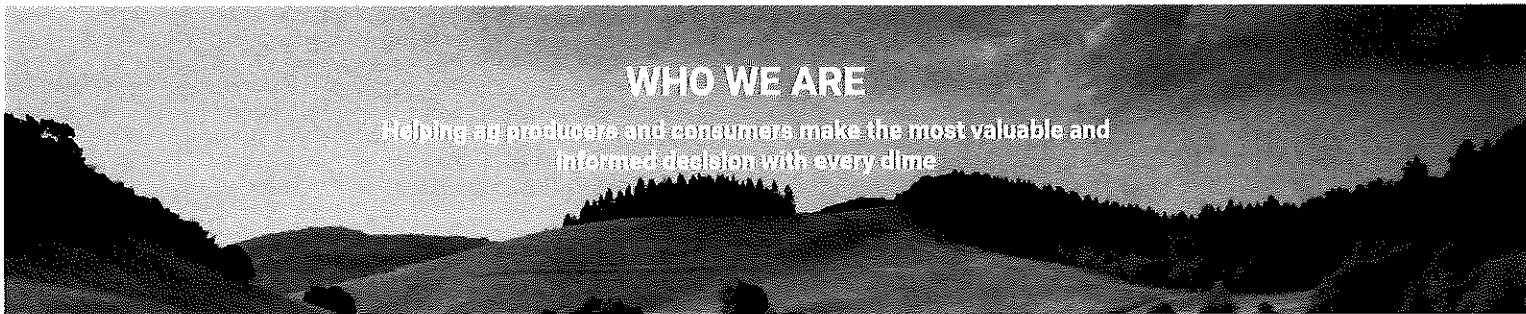
All customers that purchase cattle are issued a contract at the time of purchase, certifying and describing payment of cattle contract profits. Feel free to reach out to us for alternative payment options on larger contracts.

**Interested?
Get in Touch to Learn More**

Full Name	Phone
<input type="text"/>	<input type="text"/>
Email	
<input type="text"/>	
Message	
<input type="text"/>	
<input type="submit" value="Submit"/>	



[HOME](#) [STORE](#) [BUY CATTLE HERE](#) [MEAT DISTRIBUTION](#) [CATTLE BACKGROUNDING](#) [CATTLE FINISHING](#) [AFFILIATES](#) [CONTACT](#)



Our Team



Josh Link
Owner, Executive Director



Tia Link
Owner, Meat Production Director



Jed Wood
Owner, Operations Director



Jason Link
Meat Supply Chain Director



[HOME](#) [STORE](#) [BUY CATTLE HERE](#) [MEAT DISTRIBUTION](#) [CATTLE BACKGROUNDING](#) [CATTLE FINISHING](#) [AFFILIATES](#) [CONTACT](#)



Charlie Hicks
Lead Cattle Buyer



Dallas Goracke
Meat Sales Consultant



Kevin Morgan
Animal Care & Nutrition
Manager



Shaston Challans
General Operations,
Inventory Manager



Royana Thomas
Financial Controller



Justin Williams
Operations Manager & Meat
Sales Consultant



Kaylee Hernandez
Customer Service Specialist



Brooke Besemer
Web Development Director



Daniel Hernandez
Warehouse Manager - Ft
Worth



Sam Brooks
Sales Representative



Janie Thomas
Customer Service Specialist



Zach Williams
Marketing Director



HOME STORE BUY CATTLE HERE MEAT DISTRIBUTION CATTLE BACKGROUNDING CATTLE FINISHING AFFILIATES CONTACT



Caleb Weaver
Territory Sales Manager

Get In Touch

Full Name	Phone
<input type="text"/>	<input type="text"/>
Email	
<input type="text"/>	
Message	
<input type="text"/>	
<input type="button" value="Submit"/>	

BUY LIVE CATTLE

Have you ever wanted to make money raising cattle without having to do all the work?

We know it sounds too good to be true, however, in order to meet increased demand we are partnering with individuals and organizations to contract cattle into our beef supply chain.

We supply retails outlets, meat distributors and restaurant food service companies with farm fresh beef. We are inviting individuals and organizations to purchase cattle with us in order to supply beef to these customers.

All cattle purchased during Q2 of 2023 will be guaranteed 15-20% yearly profits. We also offer 20% yearly profits on contracts of 50 or more.

APP 0063



[HOME](#) [STORE](#) [BUY CATTLE HERE](#) [MEAT DISTRIBUTION](#) [CATTLE BACKGROUNDING](#) [CATTLE FINISHING](#) [AFFILIATES](#) [CONTACT](#)

Make 15-20% Yearly Returns and Help Us Produce Farm Fresh Beef

We invite you to become a part of providing
fellow Americans with the highest quality
farm fresh beef available

EXPLORE NOW

BUY LIVE CATTLE

Have you ever wanted to make money raising cattle without having to do all the work?

APP 0064



[HOME](#) [STORE](#) [BUY CATTLE HERE](#) [MEAT DISTRIBUTION](#) [CATTLE BACKGROUNDING](#) [CATTLE FINISHING](#) [AFFILIATES](#) [CONTACT](#)

PRODUCING THE BEST MEAT FOR
THE BEST PRICE.
RAISED BY AMERICAN FARMERS.

[View More](#)

WHAT WE DO



MEAT
DISTRIBUTION

[Learn More](#)



CATTLE
BACKGROUNDING

[Learn More](#)



CATTLE
FINISHING

[Learn More](#)



BUY CATTLE
HERE

[Learn More](#)

APP 0065



HOME STORE BUY CATTLE HERE MEAT DISTRIBUTION
CATTLE BACKGROUNDING CATTLE FINISHING AFFILIATES
CONTACT

Make 15-20% Yearly Returns and Help Us Produce Farm Fresh Beef

We invite you to become a part of providing
fellow Americans with the highest quality
farm fresh beef available

✓ EXPLORE NOW

BUY LIVE CATTLE

**Have you ever wanted to make money raising cattle without having to do
all the work?**

APP 0066

EXHIBIT D-2

Export(s)	Investor number	Contract Name	Last Name	# IC	# Cattle	Investment	ROI	Interest	Total Payout	Address	City	State	ZIP	Phone	Email	Fulfilled	Unfulfilled
1/11/2022	10			3138	12	\$16,000	20%	\$3,200	\$19,200								
2/9/2022	109			3139	250	\$200,000	20%	\$40,000	\$240,000								
2/17/2022	115			3150	150	\$300,000	22.5%	\$67,500	\$367,500								
2/23/2022	11			3156	1	\$2,000	20%	\$400	\$2,400								
2/23/2022	20			3187	20	\$40,000	20%	\$8,000	\$48,000								
2/23/2022	42			3182	13	\$30,000	20%	\$6,000	\$36,000								
2/23/2022	52			3158	20	\$45,000	20%	\$9,000	\$54,000								
2/23/2022	66			3164	20	\$40,000	20%	\$8,000	\$48,000								
2/23/2022	67			3165	10	\$20,000	20%	\$4,000	\$24,000								
2/23/2022	105			3159	20	\$60,000	20%	\$12,000	\$72,000								
2/26/2022	42			3170	25	\$50,000	20%	\$10,000	\$60,000								
3/1/2022	114			3171	10	\$20,000	20%	\$4,000	\$24,000								
3/6/2022	77			3174	7.5	\$15,000	20%	\$3,000	\$18,000								
3/6/2022	135			3173	10	\$20,000	20%	\$4,000	\$24,000								
3/6/2022	138			3172	20	\$40,000	20%	\$8,000	\$48,000								
3/19/2022	36			3175	40	\$80,000	20%	\$16,000	\$96,000								
3/19/2022	4			3177	1	\$2,000	15%	\$300	\$2,300								
3/19/2022	5			13228	200	\$1,000,000	30%	\$300,000	\$1,300,000								
3/23/2022	28			3184	18	\$36,000	20%	\$7,200	\$43,200								
3/24/2022	66			3184	25	\$50,000	20%	\$10,000	\$60,000								
4/1/2022	109			13229	500	\$1,000,000	30%	\$300,000	\$1,300,000								
4/2/2022	69			3188	100	\$200,000	20%	\$40,000	\$240,000								
4/16/2022	148			3160	3	\$6,000	20%	\$1,200	\$7,200								
4/23/2022	48			3183	2	\$4,000	20%	\$800	\$4,800								
4/26/2022	143			13237	200	\$400,000	30%	\$120,000	\$520,000								
5/5/2022	137			3195	150	\$150,000	30%	\$45,000	\$195,000								
5/7/2022	28			3196	20	\$100,000	30%	\$30,000	\$130,000								
5/7/2022	61			3169	100	\$200,000	30%	\$60,000	\$260,000								
5/7/2022	76			3190	50	\$100,000	30%	\$30,000	\$130,000								
5/7/2022	102			3197	50	\$100,000	30%	\$30,000	\$130,000								
5/11/2022	3			3205	25	\$50,000	30%	\$15,000	\$65,000								
5/11/2022	16			3204	50	\$100,000	30%	\$30,000	\$130,000								
5/11/2022	109			13271	800	\$1,600,000	32%	\$512,000	\$2,112,000								
5/11/2022	129			3203	250	\$500,000	30%	\$150,000	\$650,000								
5/11/2022	145			3201	50	\$100,000	30%	\$30,000	\$130,000								
5/11/2022	148			3202	50	\$100,000	30%	\$30,000	\$130,000								
5/12/2022	66			3206	50	\$100,000	30%	\$30,000	\$130,000								
5/13/2022	60			3207	5	\$10,000	30%	\$3,000	\$13,000								
5/13/2022	131			3208	50	\$100,000	30%	\$30,000	\$130,000								
5/14/2022	13			3209	20	\$40,000	30%	\$12,000	\$52,000								
5/17/2022	117			3210	12	\$24,000	30%	\$7,200	\$31,200								
8/3/2022	109			13230	800	\$1,600,000	32%	\$512,000	\$2,112,000								
8/16/2022	140			3242	18.5	\$37,000	30%	\$11,100	\$48,100								
8/17/2022	104			3245	67.5	\$135,000	30%	\$40,500	\$175,500								
8/27/2022	70			13233	20	\$40,000	28%	\$8,000	\$48,000								
10/15/2022	176			7124207	50	\$100,000	30%	\$30,000	\$130,000								
11/9/2022	109			7124900	400	\$800,000	32%	\$256,000	\$1,056,000								
11/17/2022	46			3351	25	\$50,000	30%	\$15,000	\$65,000								
11/20/2022	18			3406	50	\$100,000	30%	\$30,000	\$130,000								
12/16/2022	119			3248	50	\$100,000	30%	\$30,000	\$130,000								
12/16/2022	94			3452	55	\$110,000	30%	\$33,000	\$143,000								
12/17/2022	29			3400	125	\$250,000	30%	\$75,000	\$325,000								
12/17/2022	52			3481	50	\$100,000	30%	\$30,000	\$130,000								
12/22/2022	21			3482	1	\$2,000	15%	\$300	\$2,300								
12/26/2022	66			3510	50	\$100,000	20%	\$20,000	\$120,000								
12/26/2022	111			3513	100	\$200,000	30%	\$60,000	\$260,000								
12/26/2022	130			3512	50	\$100,000	20%	\$20,000	\$120,000								
12/26/2022	133			3511	10	\$20,000	22%	\$4,400	\$24,400								
1/5/2023	47			3540	50	\$100,000	30%	\$30,000	\$130,000								
1/3/2023	68			3550	50	\$100,000	20%	\$20,000	\$120,000								
1/6/2023	117			3570	20	\$40,000	20%	\$8,000	\$48,000								
1/6/2023	122			3578	125	\$250,000	20%	\$50,000	\$300,000								
1/17/2023	69			3549	50	\$100,000	20%	\$20,000	\$120,000								
1/19/2023	3			3561	25	\$50,000	20%	\$10,000	\$60,000								
1/12/2023	131			3565	60	\$120,000	20%	\$24,000	\$144,000								
1/14/2023	36			3609	75	\$150,000	30%	\$45,000	\$195,000								
1/21/2023	104			3653	182	\$364,000	30%	\$109,200	\$473,200								
1/21/2023	137			3647	100	\$200,000	30%	\$60,000	\$260,000								
1/25/2023	139			3670	50	\$100,000	20%	\$20,000	\$120,000								
1/27/2023	16			3665	8	\$16,000	20%	\$3,200	\$19,200								
1/27/2023	26			3684	20	\$40,000	20%	\$8,000	\$48,000								
1/26/2023	100			3686	12	\$24,000	20%	\$4,800	\$28,800								
2/1/2023	114			3694	10	\$20,000	20%	\$4,000	\$24,000								
2/1/2023	141			3707	66	\$132,000	20%	\$26,400	\$158,400								
2/3/2023	28			3722	50	\$100,000	30%	\$30,000	\$130,000								
2/3/2023	109			3726	500	\$1,000,000	30%	\$300,000	\$1,300,000								
2/4/2023	108			3743	20	\$40,000	20%	\$8,000	\$48,000								
2/14/2023	8			3779	20	\$100,000	25%	\$25,000	\$125,000								

APP 0068

[illegible]

APP 0069

[illegible]

APP 0070

[illegible]

EXHIBIT D-3



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

LIVESTOCK CONTRACT# 3956

This Contract entered into on **March 18th, 2022** by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
40	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,400 per head	Freight on Buyer- Hope, KS: March 18th, 2022 to March 28th, 2023

CONTRACT TERMS: [REDACTED] agrees to purchase forty steers and/or heifers for \$2,000 per steer or heifer (\$80,000 total). Agridime agrees to pay 20% per year profit on those cattle. Guaranteed yearly profits of 20%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
Seller: [REDACTED]
Accepted By: [REDACTED]
Date accepted: 3/18/2022

Signature: [REDACTED]
Buyer: Agridime LLC
Accepted By: Josh Link
Date accepted: 3/18/2022


Agridime

3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com

2/21/23 AC#

\$ 72,000.00

LIVESTOCK CONTRACT# 3743

This Contract entered into on **February 4th, 2022** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
30	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,400 per head	Freight on Buyer- Hope, KS: February 4th, 2022 to February 14th, 2023

CONTRACT TERMS: [REDACTED] agrees to purchase thirty steers and/or heifers for \$2,000 per steer or heifer (\$60,000 total). Agridime agrees to pay 20% per year profit on those cattle. Guaranteed yearly profits of 20%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: _____
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: _____

Signature: _____
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: _____



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

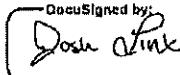
LIVESTOCK CONTRACT# 4117

This Contract entered into on April 21st, 2022 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
650	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer- Hope, KS: April 21st, 2022 to May 1st, 2023

CONTRACT TERMS: [REDACTED] agrees to purchase six hundred and fifty steers and/or heifers for \$2,000 per steer or heifer (\$1,300,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
Seller: [REDACTED]
Accepted By: [REDACTED]
Date accepted: 4/23/2022

DocuSigned by:

0848384D9517402...
Signature: [REDACTED]
Buyer: Agridime LLC
Accepted By: Josh Link
Date accepted: 4/21/2022



3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

LIVESTOCK CONTRACT# 3138

This Contract entered into on **January 11th, 2021** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
8	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,400 per head	Freight on Buyer- Hope, KS: January 11th, 2021 to January 10th, 2022

CONTRACT TERMS: [REDACTED] agrees to purchase eight steers and/or heifers for \$2,000 per steer or heifer (\$16,000 total). Agridime agrees to pay 20% per year profit on those cattle. Guaranteed yearly profits of 20%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check.

Signature: [REDACTED]
Seller: [REDACTED]
Accepted By: [REDACTED]
Date accepted: 1/11/2021

DocuSigned by:
Signature: [Signature]
Buyer: Agridime LLC
Accepted By: Josh Link
Date accepted: 1/11/2021



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

LIVESTOCK CONTRACT# 4173

This Contract entered into on May 2nd, 2022 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions and the Master Terms and Conditions on the following 2 pages (total of 3 pages), which are legally binding on the Seller and Buyer.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
7 +/-	Cows	Angus Based Cows for Slaughter/Harvest	1000 lbs	\$1,680 per head	FOB Hope, KS May 2nd 2022 – December 25th, 2022

COST OF GAIN: Included in the purchase cost listed below.

PAYMENT ON CONTRACT: 7 head will be purchased by [REDACTED] from Agridime for \$1,400 per head. Agridime will pay Ryan Gronlie \$1,680 per head at time of delivery on contract, December 25, 2022. Payment for cattle will be made upon receipt of carcass closeout from the processor via check or wire transfer.

Signature: [REDACTED]
Seller: [REDACTED]
Accepted By: [REDACTED]
Date accepted: 5/5/2022

Signature: [REDACTED]
Buyer: Agridime LLC
Accepted By: Josh Link
Date accepted: 5/2/2022

DocuSigned by:
Josh Link
08483B409817402

DocuSign Envelope ID: E948A6D2-08D1-4633-8234-56C517877BE5



3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com

LIVESTOCK CONTRACT #7685

This Contract entered into on June 7th, 2023 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
125	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer- Hope, KS and/or Satanta, KS: June 7th, 2023 to June 17th, 2024

CONTRACT TERMS: [REDACTED] agrees to purchase one hundred and twenty-five steers and/or heifers for \$2,000 per steer or heifer (\$250,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: 6/8/2023

DocuSigned by:
 Signature: [Signature]
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: 6/7/2023

DocuSign Envelope ID: E948A6D2-08D1-4633-8234-56C517B77BE5



3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com

LIVESTOCK CONTRACT #7685

This Contract entered into on June 7th, 2023 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
125	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer-Hope, KS and/or Safanta, KS: June 7th, 2023 to June 17th, 2024

CONTRACT TERMS: [REDACTED] agrees to purchase one hundred and twenty-five steers and/or heifers for \$2,000 per steer or heifer (\$250,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: 6/8/2023

DocuSigned by:
 Signature: [Signature]
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: 6/7/2023



Royana Thomas <royana@agridime.com>

Livestock Contract #3743

2 messages

Royana Thomas <royana@agridime.com>

Tue, Feb 7, 2023 at 8:00 AM

To: [REDACTED]

Cc: Josh Link <josh@agridime.com>

Hello [REDACTED],

Your Livestock Contract #3743 will reach its due date on 2/14/23 and is payable on 2/21/23 in the amount of \$72,000.00.

Please let me know how you would like to receive payment.

ACH - I will need your Routing number and Account number

Wire - Please send instructions provided by your bank.

I can be reached at 817-913-8651 should you have any questions or concerns.

Best Regards,
Royana

Royana Thomas
Financial Controller
Cell - 817-913-8651
Main - 888-664-6621
Direct - 682-308-7636

www.agridime.com



Tue, Feb 7, 2023 at 9:24 AM

To: Royana Thomas <royana@agridime.com>

Good morning

Please send check to

Routing number [REDACTED]

Acct # [REDACTED]

Thank You

[REDACTED]

[Quoted text hidden]

[REDACTED]

APP 0080



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

11/22/22 Wire
\$1,056,000.00

LIVESTOCK CONTRACT# 7124909

This Contract entered into on November 8, 2021 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
400 Steers or Heifers	Steers Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,640 per head	Freight on Buyer-Hope, KS: November 8, 2021 to November 15, 2022

CONTRACT TERMS: [REDACTED] agree to purchase 400 steers or heifers for \$800,000. Agridime agrees to pay 32% per year profit on those cattle. Guaranteed yearly profits of 32%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer, check, or cash.

Signature: [REDACTED]
Seller: [REDACTED]
Accepted By: [REDACTED]
Date accepted: 11/9/2021

DocuSigned by:
Signature: Josh Link
Buyer: Agridime LLC
Accepted By: Josh Link
Date accepted: 11/8/2021

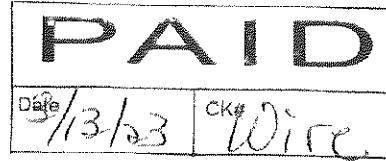
Signature: [REDACTED]
Seller: [REDACTED]
Accepted By: [REDACTED]
Date accepted: 11/9/2021

[REDACTED]

RT [REDACTED]
Corner Stone Bank
Acct
[REDACTED]


Agridime

3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com


LIVESTOCK CONTRACT# 3832
BITTER WEEK

This Contract entered into on **February 24th, 2022** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
250	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,500 per head	Freight on Buyer- Hope, KS: February 24th, 2022 to March 6th, 2023

CONTRACT TERMS: [REDACTED] agrees to purchase two hundred and fifty steers and/or heifers for \$2,000 per steer or heifer (\$500,000 total). Agridime agrees to pay 25% per year profit on those cattle. Guaranteed yearly profits of 25%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature:

Seller:

Accepted By:

Date accepted: 2/25/2022

Signature:

Buyer: Agridime LLC

Accepted By: Josh Link

Date accepted: 2/24/2022



Royana Thomas <royana@agridime.com>

Livestock Contract #3832

1 message

Royana Thomas <royana@agridime.com>

Mon, Feb 27, 2023 at 8:00 AM

To: [REDACTED]

Cc: Josh Link <josh@agridime.com>

Hello [REDACTED],

Your Livestock Contract #3832 will reach its due date on 3/6/23 and is payable on 3/13/23 in the amount of \$625,000.00.

Please respond to this email and let me know how you would like to receive payment.

ACH - I will need your Routing number and Account number.
Please specify if your account is Checking or Savings.

Wire - Please send instructions provided by your bank.

I can be reached at 817-913-8651 should you have any questions or concerns.

Best Regards,
Royana

Royana Thomas
Financial Controller
Cell - 817-913-8651
Main - 888-664-6621

www.agridime.com





Agridime

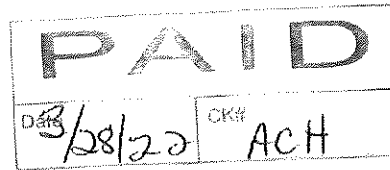
3000 S Hulen St Suite 124

Fort Worth, TX 76109

888-664-6621 Phone

888-992-4333 Fax

Cattle@agridime.com



\$96,000.00

LIVESTOCK CONTRACT# 3175

This Contract entered into on **March 10th, 2021** by and between, **RENA** hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
40	Steers And/O r Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,400 per head	Freight on Buyer-Hope, KS: March 10th, 2021 to March 20th, 2022

CONTRACT TERMS: **RENA** agrees to purchase fourty steers and/or heifers for \$2,000 per steer or heifer (\$80,000 total). Agridime agrees to pay 20% per year profit on those cattle. Guaranteed yearly profits of 20%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check.

Signature: _____
 Seller: _____
 Accepted By: _____
 Date accepted: _____

Signature: _____
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: _____

EXHIBIT D-4

DocuSign Envelope ID: 2276CB97-8DEE-42FA-A987-D296308F99F3



3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com

LIVESTOCK CONTRACT# 5569

This Contract entered into on January 9th, 2023 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
50	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer-Hope, KS: January 9 th , 2023 to January 19 th , 2024

CONTRACT TERMS: [REDACTED] agrees to purchase fifty steers and/or heifers for \$2,000 per steer or heifer (\$100,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: 1/9/2023

Signature: [REDACTED]
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: 1/9/2023



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

LIVESTOCK CONTRACT# 7122

This Contract entered into on **April 4, 2023** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
60 50	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer- Hope, KS and/or Satanta, KS: April 4, 2023 to April 14, 2024

CONTRACT TERMS: [REDACTED] agrees to purchase Sixty steers and/or heifers for \$2,000 per steer or heifer (\$120,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
Seller: [REDACTED] D8FCA27D8477...
Accepted By: [REDACTED]
Date accepted: 4/6/2023

DocuSigned by:
Signature: [Signature] Josh Link
Buyer: Josh Link B9483B4DD517402...
Accepted By: Josh Link
Date accepted: 4/4/2023



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

LIVESTOCK CONTRACT# 7003

This Contract entered into on **March 27, 2023** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
12	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,500 per head	Freight on Buyer- Hope, KS and/or Satanta, KS: March 27, 2023 to April 6, 2024

CONTRACT TERMS: [REDACTED] agree to purchase Twelve steers and/or heifers for \$2,000 per steer or heifer (\$24,000 total). Agridime agrees to pay 25% per year profit on those cattle. Guaranteed yearly profits of 25%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]

Seller: [REDACTED]

Accepted By: [REDACTED]

Date accepted: 3/28/2023

Signature: [REDACTED]

Buyer: Josh Link

Accepted By: Josh Link

Date accepted: 3/27/2023



Agridime

3000 S Hulen St Suite 124
Fort Worth, TX 76109
888-664-6621 Phone
888-992-4333 Fax
Cattle@agridime.com

LIVESTOCK CONTRACT# 5704

This Contract entered into on January 24th, 2023 by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
300	Steers And/OR Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer-Hope, KS: January 24 th , 2023 to February 3 rd , 2024

CONTRACT TERMS: [REDACTED] agrees to purchase three hundred steers and/or heifers for \$2,000 per steer or heifer (\$600,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
Seller: [REDACTED] F74B090E9F304E9...
Accepted By: [REDACTED]
Date accepted: 1/25/2023

DocuSigned by:
Signature: [Signature]
Buyer: Agridime LLC 08483B4D9517402...
Accepted By: Josh Link
Date accepted: 1/24/2023

DocuSign Envelope ID: 6524FA8A-6B6A-4B88-A331-08169BE1A6D0



3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com

LIVESTOCK CONTRACT# 5635

This Contract entered into on January 17th, 2023 by and between [REDACTED] hereinafter called Seller, and Agridime Of Fort Worth, TX hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
100	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,600 per head	Freight on Buyer- Hope, KS: January 17 th , 2023 to January 27 th , 2024

CONTRACT TERMS: [REDACTED] agrees to purchase one hundred steers and/or heifers for \$2,000 per steer or heifer (\$200,000 total). Agridime agrees to pay 30% per year profit on those cattle. Guaranteed yearly profits of 30%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via wire transfer or check. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

Signature: [REDACTED]
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: 1/17/2023

Signature: [REDACTED]
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: 1/17/2023

DocuSign Envelope ID: 0071A1A8-51E2-42FF-09BD-6B5040127431



3000 S Hulen St Suite 124
 Fort Worth, TX 76109
 888-664-6621 Phone
 888-992-4333 Fax
 Cattle@agridime.com

LIVESTOCK CONTRACT# 6040

This Contract entered into on **February 23rd, 2023** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
625	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,640 per head	Freight on Buyer-Hope, KS: February 23 rd , 2023 to March 5 th , 2024

CONTRACT TERMS: [REDACTED] agrees to purchase six hundred and twenty-five steers and/or heifers for \$2,000 per steer or heifer (\$1,250,000 total). Agridime agrees to pay 32% per year profit on those cattle. Guaranteed yearly profits of 32%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

DocuSigned by:
 Signature: [REDACTED]
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: 2/22/2023

DocuSigned by:
 Signature: [Signature]
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: 2/22/2023

EXHIBIT D-5

Date	Expires(d)	Contract Name	Sc	Last Nan	# IC	# Cattle	Investme	ROI	Interest	Total Pay
7/18/2023	7/18/2024				7699	34	\$68,000		\$0	\$68,000
6/15/2023	6/15/2024				7724	50	\$100,000		\$0	\$100,000
7/19/2023	7/19/2024				37836	150	\$300,000		\$0	\$300,000
7/18/2023	7/18/2024				37821	72	\$144,000		\$0	\$144,000
6/14/2023	6/14/2024				7712	91	\$182,000		\$0	\$182,000
8/18/2023	8/18/2024				37900	66	\$132,000		\$0	\$132,000
6/22/2023	6/22/2024				7754	75	\$150,000		\$0	\$150,000
6/13/2023	6/13/2024		TB		7710	1350	\$2,700,000		\$0	\$2,700,000
8/31/2023	8/31/2024				38159	871	\$1,742,000		\$0	\$1,742,000
6/28/2023	6/28/2024				7771	75	\$150,000		\$0	\$150,000
7/11/2023	7/11/2024				7796	75	\$150,000		\$0	\$150,000
6/14/2023	6/14/2024				7697	250	\$500,000		\$0	\$500,000
8/17/2023	8/17/2024				37895	333.3333	\$666,667		\$0	\$666,667
6/30/2023	6/30/2024				7778	100	\$200,000		\$0	\$200,000
8/10/2023	8/10/2024				37852	33.33	\$66,660		\$0	\$66,660
6/13/2023	6/13/2024				7711	50	\$100,000		\$0	\$100,000
6/13/2023	6/12/2024				7698	50	\$100,000		\$0	\$100,000
5/30/2023	5/30/2024				7444	500	\$3,600,000		\$0	\$3,600,000

APP 0094

EXHIBIT D-6

Fulfilled Contracts

Day	Customer/Contract #	Sales Person	# Cattle Purchased	Address	City	State	Zipcode	Phone	Email Address
2/16/2021		T	250						
2/24/2021		T	13						
2/24/2021		T	10						
2/24/2021		T	1						
2/24/2021		T	20						
2/24/2021		T	20						
2/24/2021		T	20						
2/26/2021		T	150						
3/4/2021		T	10						
3/5/2021		T	25						
3/8/2021		T	30						
3/11/2021		T	40						
3/12/2021		T	8						
3/12/2021		T	10						
3/12/2021		T	20						
3/13/2021		T	1						
3/13/2021		T	500						
3/18/2021		T	25						
3/24/2021		T	10						
4/2/2021		T	100						
4/7/2021		T	500						
4/26/2021		T	100						
4/29/2021		T	5						
5/10/2021		T	50						
5/10/2021		T	150						
5/12/2021		T	50						
5/12/2021		T	800						
5/13/2021		T	5						
5/13/2021		T	50						
5/20/2021		T	525						
5/24/2021		T	32						
6/15/2021		T	100						
8/4/2021		T	500						
8/17/2021		T	68						
8/24/2021		T	19						
8/27/2021		C	10						
8/27/2021		C	10						
11/10/2021		T	400						
11/10/2021		T	25						
12/2/2021		T	100						
12/15/2021		T	54						
12/17/2021		T	125						
12/17/2021		T	50						
12/17/2021		T	50						
12/21/2021		T	1						
12/29/2021		T	50						
1/5/2022		T	50						
1/6/2022		T	50						
1/7/2022		T	100						
1/10/2022		T	25						
1/10/2022		T	50						
1/10/2022		T	20						
1/11/2022		T	10						
1/12/2022		T	50						
1/13/2022		T	125						
1/14/2022		T	75						
1/19/2022		T	25						
1/20/2022		T	60						
1/21/2022		T	100						
1/26/2022		T	25						
1/27/2022		T	25						
1/28/2022		T	182						
1/28/2022		T	20						
1/28/2022		T	10						

APP 0096

1/31/2022	T		8						
2/4/2022	T		500						
2/4/2022	T		50						
2/4/2022	T		68						
2/11/2022	T		30						
2/11/2022	T		12						
2/14/2022	T		40						
2/14/2022	T		50						
2/15/2022	T		50						
2/15/2022	T		25						
2/16/2022	T		26						
2/22/2022	T		100						
2/25/2022	T		250						
2/26/2022	T		10						
2/28/2022	T		130						
3/1/2022	T		5						
3/1/2022	G		250						
3/15/2022	T		10						
3/18/2022	T		50						
3/25/2022	T		50						
3/28/2022	T		25						
3/29/2022	T		25						
3/31/2022	T		5						
4/1/2022	T		63						
4/12/2022	T		500						
4/13/2022	T		110						
4/18/2022	T		25						
4/19/2022	T		10						
4/20/2022	T		150						
4/21/2022	T		50						
4/22/2022	T		13						
4/22/2022	T		100						
4/25/2022	T		1650						
4/26/2022	T		38						
4/27/2022	T		25						
4/28/2022	T		25						
4/28/2022	T		50						
4/29/2022	T		50						
4/29/2022	T		50						
5/2/2022	T		13						
5/4/2022	T		25						
5/10/2022	T		105						
5/20/2022	T		1056						
5/20/2022	T		100						
6/2/2022	T		50						
6/2/2022	T		100						
6/25/2022	T		150						
6/2/2022	T		50						

APP 0097

Unfulfilled Contracts

6/10/2022	Taylor Bang	100							
6/10/2022	Taylor Bang	75							
6/11/2022	Taylor Bang	50							
6/13/2022	Taylor Bang	25							
6/14/2022	Taylor Bang	65							
6/28/2022	Taylor Bang	25							
7/13/2022	Taylor Bang	10							
8/11/2022	Taylor Bang	660							
8/23/2022	Glen Murray	100							
8/23/2022	Taylor Bang	1375							
8/25/2022	Glen Murray	100							
8/26/2022	Taylor Bang	25							
8/29/2022	Taylor Bang	500							
8/31/2022	Taylor Bang	8							
9/4/2022	Taylor Bang	5							
9/12/2022	Taylor Bang	125							
9/17/2022	Taylor Bang	1							
9/20/2022	Taylor Bang	250							
9/21/2022	Taylor Bang	50							
9/28/2022	Taylor Bang	500							
9/28/2022	Taylor Bang	13							
10/4/2022	Taylor Bang	50							
10/11/2022	Taylor Bang	100							
10/12/2022	Taylor Bang	8							
10/12/2022	Taylor Bang	63							
10/19/2022	Taylor Bang	100							
11/1/2022	Glen Murray	150							
11/4/2022	Taylor Bang	125							
11/7/2022	Taylor Bang	1000							
11/12/2022	Taylor Bang	5							
11/16/2022	Taylor Bang	100							
11/17/2022	Taylor Bang	500							
11/21/2022	Taylor Bang	125							
12/7/2022	Glen Murray	250							
12/7/2022	Taylor Bang	250							
12/8/2022	Taylor Bang	50							
12/14/2022	Taylor Bang	25							
12/14/2022	Taylor Bang	150							
12/15/2022	Taylor Bang	65							
12/15/2022	Taylor Bang	40							
12/15/2022	Taylor Bang	18							
12/15/2022	Taylor Bang	31							
12/16/2022	Taylor Bang	25							
12/16/2022	Taylor Bang	180							
12/19/2022	Taylor Bang	17							
12/19/2022	Taylor Bang	50							
12/19/2022	Taylor Bang	77							
12/19/2022	Taylor Bang	63							
12/19/2022	Taylor Bang	15							
12/20/2022	Taylor Bang	100							
12/20/2022	Taylor Bang	50							
12/20/2022	Taylor Bang	25							
12/20/2022	Taylor Bang	50							
12/20/2022	Taylor Bang	25							
12/23/2022	Taylor Bang	250							
12/29/2022	Taylor Bang	50							
12/29/2022	Taylor Bang	250							
1/3/2023	Taylor Bang	50							
1/4/2023	Taylor Bang	50							
1/4/2023	Taylor Bang	67							
1/9/2023	Taylor Bang	1							
1/9/2023	Taylor Bang	50							
1/9/2023	Taylor Bang	100							

APP 0098

1/18/2023	Taylor Bang	100					
1/20/2023	Taylor Bang	25					
1/24/2023	Taylor Bang	50					
1/24/2023	Taylor Bang	20					
1/24/2023	Taylor Bang	8					
1/24/2023	Taylor Bang	158					
1/24/2023	Taylor Bang	15					
1/24/2023	Taylor Bang	100					
1/25/2023	Taylor Bang	250					
1/25/2023	Taylor Bang	300					
1/25/2023	Taylor Bang	250					
1/25/2023	Taylor Bang	100					
1/27/2023	Taylor Bang	1					
1/30/2023	Taylor Bang	100					
2/1/2023	Taylor Bang	11					
2/6/2023	Taylor Bang	100					
2/6/2023	Taylor Bang	13					
2/7/2023	Taylor Bang	2					
2/7/2023	Taylor Bang	1					
2/8/2023	Taylor Bang	5					
2/9/2023	Taylor Bang	20					
2/10/2023	Taylor Bang	100					
2/13/2023	Taylor Bang	110					
2/14/2023	Taylor Bang	30					
2/15/2023	Taylor Bang	86					
2/22/2023	Taylor Bang	625					
2/22/2023	Taylor Bang	25					
2/23/2023	Taylor Bang	50					
2/24/2023	Taylor Bang	2					
2/24/2023	Taylor Bang	5					
2/24/2023	Taylor Bang	125					
2/28/2023	Taylor Bang	55					
3/1/2023	Taylor Bang	1					
3/1/2023	Taylor Bang	190					
3/7/2023	Taylor Bang	190					
3/7/2023	Taylor Bang	63					
3/7/2023	Taylor Bang	33					
3/9/2023	Taylor Bang	1					
3/14/2023	Taylor Bang	500					
3/14/2023	Taylor Bang	100					
3/17/2023	Taylor Bang	50					
3/17/2023	Taylor Bang	100					
3/20/2023	Taylor Bang	110					
3/22/2023	Taylor Bang	350					
3/22/2023	Taylor Bang	50					
3/23/2023	Taylor Bang	50					
3/24/2023	Taylor Bang	15					
3/25/2023	Taylor Bang	1					
3/26/2023	Taylor Bang	5					
3/27/2023	Taylor Bang	130					
3/29/2023	Taylor Bang	25					
3/31/2023	Taylor Bang	50					
3/31/2023	Taylor Bang	12					
4/2/2023	Taylor Bang	5					
4/5/2023	Taylor Bang	5					
4/7/2023	Taylor Bang	7					
4/7/2023	Taylor Bang	150					
4/11/2023	Taylor Bang	10					
4/12/2023	Taylor Bang	2					
4/12/2023	Taylor Bang	100					
4/12/2023	Taylor Bang	50					
4/13/2023	Taylor Bang	125					

APP 0099

4/14/2023	Taylor Bang	250							
4/14/2023	Taylor Bang	125							
4/19/2023	Taylor Bang	500							
4/19/2023	Taylor Bang	75							
4/20/2023	Taylor Bang	1							
4/21/2023	Taylor Bang	2							
4/21/2023	Taylor Bang	50							
4/22/2023	Taylor Bang	1							
4/22/2023	Taylor Bang	5							
5/8/2023	Taylor Bang	50							
5/8/2023	Taylor Bang	50							
5/10/2023	Taylor Bang	1							
5/10/2023	Taylor Bang	950							
5/10/2023	Taylor Bang	125							
5/11/2023	Taylor Bang	1							
5/11/2023	Taylor Bang	63							
5/12/2023	Taylor Bang	300							
5/16/2023	Taylor Bang	1300							
5/17/2023	Taylor Bang	25							
5/19/2023	Glen Murray	50							
5/19/2023	Taylor Bang	50							
5/19/2023	Taylor Bang	1000							
5/28/2023	Glen Murray	150							
6/8/2023	Taylor Bang	125							
6/13/2023	Taylor Bang	1350							
6/16/2023	Taylor Bang	1000							

APP 0100

EXHIBIT D-7

DocuSign Envelope ID: 871E661D-C128-48B3-A768-7E09E837 *F

AGRIDIME LLC

SALES REPRESENTATIVE AGREEMENT

THIS SALES REPRESENTATIVE AGREEMENT dated this 2nd day of June, 2022 BETWEEN Agridime LLC of 3000 South Hulen Street, Suite 124, Fort Worth, Texas and [REDACTED] (Sales Representative) of [REDACTED]

WHEREAS, Agridime LLC is engaged in the marketing and sale of livestock and beef products.

WHEREAS, Sales Representative desires to sell Agridime LLC's services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Agridime LLC hereby appoints Sales Representative as an authorized non-exclusive independent representative to sell and promote all services provided by Agridime LLC
2. Sales Representative shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote the sale of Agridime LLC's services. Sales Representative shall represent Agridime LLC with the highest of standards fairly and accurately in all Agridime LLC sales transactions. Sales Representatives shall be responsible for fair representation of the livestock and to be present at the delivery of any livestock to buyer and or buyer's representative. If applicable, Sales Representative will be responsible for verifying all information necessary for participation in USDA approved PVP/QSA program including: Source of Origin, Health, and Age

Sales Representative's sales and promotional efforts shall be directed toward the following:

The aforementioned customers are intended only to be examples of the nature and type of market to which Agridime LLC desires that its services be sold and should not be construed as a limitation upon the contracts that can be made by Sales Representative under this Agreement. In addition to the foregoing, Sales Representative shall assist Agridime LLC and shall perform any and all services required or requested in connection with Agridime LLC's business, including, but

APP 0102

DocuSign Envelope ID: 871E661D-C128-48B3-A268-7E9BE637

not limited to, such services of an advisory nature as may be requested from time to time by Agridime LLC. Sales Representative shall periodically, or at any time upon Agridime LLC's request, submit appropriate documentation of any and all sales and promotional efforts performed and to be performed for Agridime LLC pursuant to this Agreement.

3. For each contract for the performance of Agridime LLC's services as arranged by Sales Representative under this Agreement, Sales Representative shall be entitled to a commission as follows:

a. if the sales representative acts as the sales representative for selling the livestock (e-commerce contracts), (s)he shall be given 10% of the total gross sales amount that Agridime receives, as a commission. For live cattle contracts, sales representative shall receive 1/3 of the net profits from the sale of the cattle.

b. if the sales representative acts as the sales representative for selling of beef products, (s)he shall be given 5% of the total gross sales amount that Agridime receives for the sale on wholesale orders, and 7% on retail orders.

The commission rate and time periods set forth in this paragraph shall commence as of the date of the first invoice on the contract; provided, however that no commission will be due and payable to Sales Representative until (30) days from receipt of payment of Agridime LLC from any customer on the contract for any underlying invoice. Commissions will be paid on fees for services rendered and shall not include freight, supplies, and other charges incidental to the performance of said services. For purposes of this Agreement, "Contract" shall mean any agreement and/or order of Agridime LLC's services sold or arranged by Sales Representative. Any and all commissions payable to Agridime LLC to Sales Representative under this Agreement shall terminate on the day of the full month after termination of this Agreement and Agridime LLC shall then be discharged and released of any further obligation to pay commissions to Sales Representative under this Agreement.

4. During the term of this Agreement or within 1 year after its termination, Sales Representative, or any agents or representatives under Sales Representative's control, shall not compete with Agridime LLC, directly or indirectly, for Sales Representative or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to Agridime LLC's.

APP 0103

DocuSign Envelope ID: 971E601D-C128-46B3-A268-7E9BE837CF

Under no circumstances and at no time shall Sales Representative disclose to any person any of the secrets, methods or systems used by Agridime LLC in its business. All customer lists, brochures, reports, and other such information of any nature made available to Sales Representative by virtue of Sales Representative's association with Agridime LLC shall be held in strict confidence during the term of this Agreement and after its termination.

5. The rights and duties of Sales Representative under this Agreement are personal and may not be assigned or delegated without prior written consent of Agridime LLC.

6. Sales Representative is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Agridime LLC's services without express written authorization from Agridime LLC.

7. Sales Representative shall indemnify and hold Agridime LLC harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Sales Representative or his agent or representatives.

8. Agridime LLC shall indemnify and hold Sales Representative harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Agridime LLC or its employees.

9. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Tarrant County, State of Texas. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

10. This agreement shall remain in full force and effect for an initial period of one (1) year beginning on January 23 through January 22 of the following year and shall automatically be extended for successive

APP 0104

DocuSign Envelope ID: 871E661D-C128-48B3-A259-7E9BE637CF

one (1) year periods on the same terms and conditions expressed herein unless either party gives the other party thirty (30) days prior written notice of termination.

Either party may terminate this agreement for cause by giving fourteen days (14) advance written notice. Cause is defined as a material breach of this agreement.

Upon termination, all compensation to Sales Representative will be paid only to the date of such termination. The compensation paid under this Agreement shall be Sales Representatives exclusive remedy.

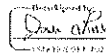
12. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

13. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the 2nd day of June, 2022, to become effective as of the 2nd day of June, 2022.

"AGRIDIME LLC"

Date



Dan White

6/2/2022

"SALES REPRESENTATIVE"

Date



6/3/2022

APP 0105

EXHIBIT D-8

North Dakota Information

Commissions Paid:

T [REDACTED] \$5,625,839.24

G [REDACTED] \$195,900.00

EXHIBIT D-9

AGRIDIME LLC

SALES REPRESENTATIVE AGREEMENT

THIS SALES REPRESENTATIVE AGREEMENT dated this 13th day of April, 2021 BETWEEN Agridime LLC of 3000 South Hulen Street, Suite 124, Fort Worth, Texas and G [REDACTED] (Sales Representative) of [REDACTED]

WHEREAS, Agridime LLC is engaged in the marketing and sale of livestock and beef products

WHEREAS, Sales Representative desires to sell Agridime LLC's services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Agridime LLC hereby appoints Sales Representative as an authorized non-exclusive independent representative to sell and promote all services provided by Agridime LLC
2. Sales Representative shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote the sale of Agridime LLC's services. Sales Representative shall represent Agridime LLC with the highest of standards fairly and accurately in all Agridime LLC sales transactions. Sales Representatives shall be responsible for fair representation of the livestock and to be present at the delivery of any livestock to buyer and or buyer's representative. If applicable, Sales Representative will be responsible for verifying all information necessary for participation in USDA approved PVP/QSA program including: Source of Origin, Health, and Age

Sales Representative's sales and promotional efforts shall be directed toward the following:

The aforementioned customers are intended only to be examples of the nature and type of market to which Agridime LLC desires that its services be sold and should not be construed as a limitation upon the contracts that can be made by Sales Representative under this Agreement. In addition to the foregoing, Sales Representative shall assist Agridime LLC and shall perform any and all services required or requested in connection with Agridime LLC's business, including, but

not limited to, such services of an advisory nature as may be requested from time to time by Agridime LLC. Sales Representative shall periodically, or at any time upon Agridime LLC's request, submit appropriate documentation of any and all sales and promotional efforts performed and to be performed for Agridime LLC pursuant to this Agreement.

3. For each contract for the performance of Agridime LLC's services as arranged by Sales Representative under this Agreement, Sales Representative shall be entitled to a commission as follows:

- a. if the sales representative acts as the sales representative for selling the livestock, (s)he shall be given 10% of the total gross sales amount that Agridime receives, as a commission.
- b. if the sales representative acts as the sales representative for selling of beef products, (s)he shall be given 5% of the total gross sales amount that Agridime receives for the sale on wholesale orders, and 8% on retail orders.

The commission rate and time periods set forth in this paragraph shall commence as of the date of the first invoice on the contract; provided, however that no commission will be due and payable to Sales Representative until (30) days from receipt of payment of Agridime LLC from any customer on the contract for any underlying invoice. Commissions will be paid on fees for services rendered and shall not include freight, supplies, and other charges incidental to the performance of said services. For purposes of this Agreement, "Contract" shall mean any agreement and/or order of Agridime LLC's services sold or arranged by Sales Representative. Any and all commissions payable to Agridime LLC to Sales Representative under this Agreement shall terminate on the day of the full month after termination of this Agreement and Agridime LLC shall then be discharged and released of any further obligation to pay commissions to Sales Representative under this Agreement.

4. During the term of this Agreement or within 1 year after its termination, Sales Representative, or any agents or representatives under Sales Representative's control, shall not compete with Agridime LLC, directly or indirectly, for Sales Representative or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to Agridime LLC's. Under no circumstances and at no time shall Sales Representative disclose to any person any of the secrets, methods or systems used by

Agridime LLC in its business. All customer lists, brochures, reports, and other such information of any nature made available to Sales Representative by virtue of Sales Representative's association with Agridime LLC shall be held in strict confidence during the term of this Agreement and after its termination.

5. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Agridime LLC and Sales Representative. Sales Representative shall be an independent contractor. Agridime LLC shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to Sales Representative under this Agreement. Sales Representative shall not be considered an employee of Agridime LLC and shall not be entitled to participate in any plan, arrangement or distribution by Agridime LLC pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Agridime LLC's employees. Sales Representative shall be free to utilize his time, energy and skill in such manner as (s)he deems advisable to the extent that (s)he is not otherwise obligated under this Agreement.

6. Sales Representative shall bear any and all costs or expenses incurred by Sales Representative to perform his obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses, telephone expenses, and any or all expenses needed to make a sales transaction.

7. The rights and duties of Sales Representative under this Agreement are personal and may not be assigned or delegated without prior written consent of Agridime LLC.

8. Sales Representative is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Agridime LLC's services without express written authorization from Agridime LLC.

9. Sales Representative shall indemnify and hold Agridime LLC harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Sales Representative or his agent or representatives.

10. Agridime LLC shall indemnify and hold Sales Representative harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Agridime LLC or its employees.

11. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Tarrant County, State of Texas. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

12. This agreement shall remain in full force and effect for an initial period of one (1) year beginning on January 23 through January 22 of the following year and shall automatically be extended for successive one (1) year periods on the same terms and conditions expressed herein unless either party gives the other party thirty (30) days prior written notice of termination.

Either party may terminate this agreement for cause by giving fourteen days (14) advance written notice. Cause is defined as a material breach of this agreement.

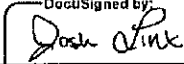
Upon termination, all compensation to Sales Representative will be paid only to the date of such termination. The compensation paid under this Agreement shall be Sales Representatives exclusive remedy.

13. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

14. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the 13th day of April, 2021, to become effective as of 13th day of April, 2021.


"AGRIDIME LLC"

DocuSigned by:

0848384D9517402...

Date

4/14/2021

"SALES REPRESENTATIVE"

DocuSigned by:

AED60861D882457...

Date

4/18/2021

EXHIBIT E

1 STATE OF ARIZONA

2 County of Maricopa

AFFIDAVIT OF JORDAN FRIEBERG

3
4 I, Jordan Friberg, being duly sworn, say as follows:

5 1. I am a resident of Maricopa County, Arizona and am over the age of eighteen (18).

6 2. I have personal knowledge of the matters stated in this affidavit and am competent
7 to testify to them.

8 3. I understand that this affidavit may be used in a court of law.

9 4. I have been employed as an Investigator with the Securities Division ("Division")
10 of the Arizona Corporation Commission ("Commission") since July 19, 2022.

11 5. I have a Bachelor of Science degree in Criminal Justice and a Master of Science
12 degree in Law Enforcement Intelligence and Analysis.

13 6. On April 6, 2023, I was assigned to investigate a complaint the Division received
14 regarding Agridime, LLC ("Agridime").

15 7. The results of that investigation are detailed in paragraphs 2–44 of the Temporary
16 Order to Cease and Desist and Notice of Opportunity for Hearing ("Temporary Order"), which was
17 issued by the Commission on April 18, 2023. An accurate copy of the Temporary Order is attached
18 as Exhibit 1.

19 8. During my investigation on behalf of the Division, each of the eight Agridime cattle
20 contract investors I interviewed told me they did not authorize their investment funds to be used for
21 anything other than their intended investments.

22 9. On April 19, 2023, I served the Temporary Order upon Agridime, Joshua Link, and
23 Tia Link (the "Respondents"). Accurate copies of the Affidavits of Service are attached as Exhibit
24 2.

25 10. On May 8, 2023, Respondents requested a hearing.
26

1 11. On June 21, 2023, Administrative Law Judge Yvette Kinsey issued a procedural
2 order setting a hearing date.

3 12. On June 23, 2023, Respondents filed an answer to the Temporary Order. A true and
4 correct copy of this Answer is attached as Exhibit 3.

5 13. The Temporary Order prohibited the Respondents from making any further unlawful
6 offers or sales of securities within or from Arizona.

7 14. On June 1, 2023, in response to a subpoena served upon it by the Division, Agridime
8 provided me with their General Ledger as of May of 2023. My review of Agridime's General Ledger
9 revealed investor funds were pooled into one or more of Agridime's bank accounts.

10 15. On June 1, 2023, and September 29, 2023, in response to a subpoena served upon it
11 by the Division, Agridime provided me with lists of cattle contract investors. An accurate combined
12 copy of which is attached as Exhibit 4.

13 16. In my review of these lists, I discovered Agridime has sold at least \$1,036,000 worth
14 of cattle contracts to Arizona investors since the Temporary Order was entered.

15 17. One Arizona investor I interviewed purchased at least \$100,000 of cattle contracts
16 after the Temporary Order and asked for a picture of his cattle, which Agridime refused.

17 18. That same investor told me an Arizona Agridime salesman by the name of Justin
18 Williams also told him the Temporary Order was issued because Agridime was "probably
19 advertising incorrectly."

20 19. On August 2, 2023, I was present for the Examination Under Oath ("EUO") of
21 Joshua Link. An accurate copy of the transcript from Link's EUO is attached as Exhibit 5.

22 20. On October 18, 2023, I was present for the EUO of Justin Williams. An accurate
23 copy of the transcript from Williams's EUO is attached as Exhibit 6.

24 21. On September 19, 2023, I discovered Agridime was soliciting investments in bred
25 cows for \$4,500 per head for a 22% return on its public website. As of December 5, 2023, the
26

1 webpage is still active at URL <https://agridimestore.com/products/1-live-bred-cow> (the “Bred Cow
2 Webpage”).

3 22. A potential investor can purchase an investment by adding it to their “cart” on the
4 Bred Cow Webpage.

5 23. The Bred Cow Webpage also offers the ability to “buy now, pay later” with interest
6 rates up to 36%.

7 24. The Bred Cow Webpage contains the following statement: “Important: This
8 opportunity will not be available in Arizona & North Dakota.”

9 25. The Bred Cow Webpage also contains the following statement: “Agridime offers
10 their customers the opportunity to become a cow owner, without having a farm! This is a great way
11 for people to earn extra income.”

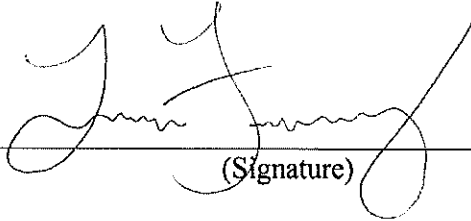
12 26. After determining that Agridime was not complying with the Temporary Order to
13 Cease and Desist, the Arizona Corporation Commission filed an Application for Order to Show
14 Cause Why Defendants Should Not Be Held in Contempt. This Application is still pending and is
15 set for a return hearing on December 14, 2023.

16 27. I have been provided with copies of all documents filed with Docket Control at the
17 Arizona Corporation commission since the Temporary Order was served.

18 28. In connection with my investigation of Agridime, Respondents produced a number
19 of documents at the Commission’s request. Attached to this affidavit are true and of correct copies
20 certain of these documents produced by Agridime, including a cover letter via email from
21 Agridime’s counsel, Matthew P. Fischer (Exhibit 7, bates labeled ACC000016-ACC000017), a
22 video advertisement for the sale of live cattle (Exhibit 8, bates labeled ACC004570), and certain
23 online solicitations regarding the sale of cattle contracts (Exhibit 9, bates labeled ACC004571-
24 ACC004581).

1 29. I am a custodian of records for the Arizona Corporation Commission. The attached
2 exhibits are true and correct copies of the original records produced by Agridime, LLC to the
3 Commission or are copies of records created by the Commission. These records were produced in
4 response to a request from the Commission and/or were created at or near the time of the events
5 they record by someone with knowledge, have been kept in the regular course of the Commission's
6 activities, and it is a regular practice of the Commission to maintain such records.

7 30. I declare under penalty of perjury that the foregoing is true and correct. I am
8 prepared to testify to the matters stated herein.

9
10
11
12

(Signature)

13 SUBSCRIBED AND SWORN TO BEFORE me this 5th day of December,
14 2023.

15
16 William C. Woerner
17 NOTARY PUBLIC

18 My Commission Expires:

19
20 9/29/2024

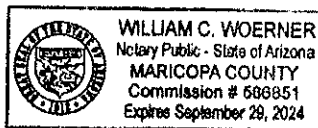


EXHIBIT E-1

NEW APPLICATION

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JIM O'CONNOR - CHAIRMAN
LEA MÁRQUEZ PETERSON
ANNA TOVAR
KEVIN THOMPSON
NICK MYERS

In the matter of:

Agridime LLC, a Texas limited liability
company,

Joshua Link and Tia Link, husband and wife,

Respondents.

DOCKET NO. S-21240A-23-0097

**TEMPORARY ORDER TO CEASE AND
DESIST AND NOTICE OF OPPORTUNITY
FOR HEARING****NOTICE: THIS ORDER IS EFFECTIVE IMMEDIATELY****EACH RESPONDENT HAS 20 DAYS TO REQUEST A HEARING****EACH RESPONDENT HAS 30 DAYS TO FILE AN ANSWER**

The Securities Division ("Division") of the Arizona Corporation Commission ("Commission") alleges that respondents Agridime LLC ("Agridime") and Joshua Link ("Link") are engaging in or are about to engage in acts and practices that constitute violations of A.R.S. § 44-1801, *et seq.*, the Arizona Securities Act ("Securities Act"), and that the public welfare requires immediate action.

The Division also alleges that Link is a person controlling Agridime within the meaning of A.R.S. § 44-1999(B), so that he is jointly and severally liable under A.R.S. § 44-1999(B) to the same extent as Agridime for its violations of the antifraud provisions of the Securities Act.

I.**JURISDICTION**

1. The Commission has jurisdiction over this matter pursuant to Article XV of the Arizona Constitution and the Securities Act.

1 II.

2 RESPONDENTS

3 2. Agridime is a limited liability company organized under the laws of Texas on April
4 13, 2017.

5 3. Agridime has a storefront located at 1019 N. Colorado Street, Ste. 100, Gilbert, AZ
6 85233.

7 4. Agridime has not been registered by the Commission as a dealer.

8 5. Link is a co-owner and the Executive Director of Agridime. He has been a resident
9 of Arizona since at least January 16, 2015.

10 6. Link has not been registered by the Commission as a salesperson. Link and Agridime
11 may be referred to collectively as "Respondents."

12 7. Tia Link has been the spouse of Respondent Link since at least 2018. Tia Link may
13 be referred to as "Respondent Spouse." Respondent Spouse has been joined in this action under
14 A.R.S. § 44-2031(C).

15 8. At all relevant times, Respondent Link and Respondent Spouse were acting for their
16 own benefit and on behalf of and for the benefit of the marital community.

17 III.

18 FACTS

19 9. Agridime advertises itself as a meat distribution company with a "proprietary beef
20 supply chain."

21 10. Its website lists Josh Link, Tia Link, and Jed Wood as owners of the company.

22 11. Tia Link has been a resident of Arizona since at least April 21, 2021.

23 12. Jed Wood is a resident of Texas.

24 13. On agridime.com/buy-cattle-here, a website accessible to the general public as of April
25 18, 2023, Agridime invites potential investors to "make money raising cattle without having to do all
26 the work."

14. The website includes reviews, purportedly from the public, describing the deal as an investment.

16. The cattle will then be raised by Agridime's contractors and the \$2,000 purportedly covers feed, healthcare, processing, and all other expenses for the life of the cattle.

18. In exchange for their capital, investors are promised "guaranteed 15-20% yearly profits."



Have you ever wanted to make money raising cattle without having to do all the work?

We supply retail outlets, meat distributors and restaurant food service companies with farm fresh beef. We are inviting individuals and organizations to purchase cattle with us in order to supply beef to these customers.

1

2 20. Investing in a calf is as simple as adding the investment to one's "cart" on Agridime's
3 public website and then entering billing and credit card information.

4 21. There are also options to finance the investment, with interest rates ranging between
5 0% and 36%.

6 22. According to the website, the contract for this investment is not available to the
7 investor until after the purchase is completed.

8 23. Upon request, Agridime will send a sample contract to potential investors.

9 24. Agridime also advertises this investment on Facebook with an animated video titled
10 "Make 15%-20% Yearly Returns by Purchasing Cattle With Us."

11 25. This opportunity has been available since at least October 10, 2021, the date the
12 Facebook advertisement video was posted.

13 26. This advertisement has appeared on the Facebook feed of at least one Arizona resident
14 as recently as April 5, 2023.

15 27. The video describes how investors can purchase cattle for \$2,000 per head, which will
16 pay to "feed that animal to finish, fully process the beef into retail packaging, and then ultimately sell
17 the beef."

18 28. In an email sent to an Arizona resident seeking to invest, Agridime explained that 1-49
19 head of cattle, or a \$2,000-\$98,000 investment, yields a 15% return, and 50 head of cattle and above,
20 or a \$100,000 or more investment, yields a 20% return.

21 29. On April 12, 2023, a representative from Agridime ("Representative") spoke on the
22 phone with the Arizona resident.

23 30. The Representative told the Arizona resident the investment was guaranteed at a 20%
24 return if he invested \$100,000, and if he invested \$500,000 at one time, or \$1,000,000 over a year, the
25 return would be 21%.

26

1 31. The Representative told the Arizona resident that he's had people buy anywhere from
2 one to 500 head of cattle at a time, and someone had even purchased 1,000 head of cattle.

3 32. The Representative stated Agridime fed 50,000 head of cattle in 2021.

4 33. According to the Representative, investors receive their principal investment and return
5 after about a year and ten days.

6 34. When the Arizona resident asked about risks, the Representative did not disclose any
7 risks and said the investment was a guaranteed return.

8 35. The Representative stated that once the investor signed the contract, the profit and
9 principal are guaranteed "no matter what" and if all of the cattle died, Agridime would replace them all
10 at no extra cost.

11 36. When the Arizona resident asked about taxes, the Representative said he can't help
12 with taxes but thinks "they record numbers, not names."

13 37. On April 13, 2023, after the Arizona resident spoke with the Representative, Link sent
14 the Arizona resident a one-page contract via DocuSign for his investment.

15 38. The first paragraph of the contract identifies the Arizona resident as the "Seller" and
16 Agridime as the "Buyer."

17 39. The contract states Agridime will buy the five steers and/or heifers from the Arizona
18 resident at "\$2,300 per head."

19 40. The contract also represents "[a]ll cattle are insured for death loss. In the event of
20 death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below."

21 41. The second half of the contract states the investor "agrees to purchase Five steers
22 and/or heifers for \$2,000 per steer or heifer (\$10,000)" and "Agridime agrees to pay 15% per year
23 profit on those cattle."

24 42. The contract is signed by Link and includes instructions on how the Arizona resident
25 could send his investment proceeds to Agridime via wire or ACH transfer.

26

44. There are no risks disclosed in the contract.

(Offer and Sale of Unregistered Securities)

47. This conduct violates A.R.S. § 44-1841, and Respondents are liable pursuant to A.R.S. § 44-2003(A).

(Transactions by Unregistered Dealers or Salesmen)

49. This conduct violates A.R.S. § 44-1842, and Respondents are liable pursuant to A.R.S. § 44-2003(A).

VI.**VIOLATION OF A.R.S. § 44-1991****(Fraud in Connection with the Offer or Sale of Securities)**

50. In connection with the offer or sale of securities within or from Arizona, Respondents are, directly or indirectly: (i) employing a device, scheme, or artifice to defraud; (ii) making untrue statements of material fact or omitting to state material facts that are necessary in order to make the statements made not misleading in light of the circumstances under which they are made; or (iii) engaging in transactions, practices, or courses of business that operate or would operate as a fraud or deceit upon offerees and investors. Respondents' conduct includes, but is not limited to, the following:

a) Making the untrue statement of material fact that the investment is guaranteed to return 15-21% while omitting to state any risks the investment could fail.

51. This conduct violates A.R.S. § 44-1991.

52. Respondents have been making, participating in, and/or inducing these unlawful sales of securities and are liable pursuant to A.R.S. § 44-2003(A).

VII.**CONTROL PERSON LIABILITY PURSUANT TO A.R.S. § 44-1999**

53. From at least August 17, 2017 through at least the present, Link has been and/or held himself out as the co-owner and Executive Director of Agridime.

54. From at least April 13, 2023, through at least the present, Link directly or indirectly controlled Agridime within the meaning of A.R.S. § 44-1999. Therefore, Link is jointly and severally liable to the same extent as Agridime for its violations of A.R.S. § 44-1991 from at least April 13, 2023 through at least the present.

1 **VIII.**

2 **TEMPORARY ORDER**

3 **Cease and Desist from Violating the Securities Act**

4 THEREFORE, based on the above allegations, and because the Commission has determined
5 that the public welfare requires immediate action,

6 IT IS ORDERED, pursuant to A.R.S. § 44-1972(C) and A.A.C. R14-4-307, that
7 Respondents, their agents, servants, employees, successors, assigns, and those persons in active
8 concert or participation with Respondents CEASE AND DESIST from any violations of the
9 Securities Act.

10 IT IS FURTHER ORDERED that this Temporary Order to Cease and Desist shall remain in
11 effect for 180 days unless sooner vacated, modified, or made permanent by the Commission.

12 IT IS FURTHER ORDERED that if a request for hearing is made, this Temporary Order
13 shall remain effective from the date a hearing is requested until a decision is entered unless
14 otherwise ordered by the Commission.

15 IT IS FURTHER ORDERED that this Order shall be effective immediately.

16 **IX.**

17 **REQUESTED RELIEF**

18 The Division requests that the Commission grant the following relief:

19 1. Order Respondents to permanently cease and desist from violating the Securities
20 Act, pursuant to A.R.S. § 44-2032;

21 2. Order Respondents to take affirmative action to correct the conditions resulting from
22 Respondents' acts, practices, or transactions, including a requirement to make restitution pursuant to
23 A.R.S. § 44-2032;

24 3. Order Respondents to pay the state of Arizona administrative penalties of up to five
25 thousand dollars (\$5,000) for each violation of the Securities Act, pursuant to A.R.S. § 44-2036;

26

4. Order that Respondent and Respondent Spouse be subject to any order of restitution, rescission, administrative penalties, or other appropriate affirmative action; and

5. Order any other relief that the Commission deems appropriate.

X.

HEARING OPPORTUNITY

Each respondent, including Respondent Spouse, may request a hearing pursuant to A.R.S. § 44-1972 and A.A.C. Rule 14-4-307. If a Respondent or Respondent Spouse requests a hearing, the requesting respondent must also answer this Temporary Order and Notice. A request for hearing must be in writing and received by the Commission within 20 days after service of this Temporary Order and Notice. The requesting respondent must deliver or mail the request for hearing to Docket Control, Arizona Corporation Commission, 1200 West Washington, Phoenix, Arizona 85007. Filing instructions may be obtained from Docket Control by calling (602) 542-3477 or on the Commission's Internet website at <http://www.azcc.gov/hearing>.

If a request for hearing is timely made, the Commission shall schedule a hearing to begin 10 to 30 days from the receipt of the request unless otherwise provided by law, stipulated by the parties, or ordered by the Commission. **Unless otherwise ordered by the Commission, this Temporary Order shall remain effective from the date a hearing is requested until a decision is entered.** After a hearing, the Commission may vacate, modify, or make permanent this Temporary Order, with written findings of fact and conclusions of law. A permanent Order may include ordering restitution, assessing administrative penalties, or other action.

If a request for hearing is not timely made, the Division will request that the Commission make permanent this Temporary Order, with written findings of fact and conclusions of law, which may include ordering restitution, assessing administrative penalties, or other relief.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Carolyn D.

1 Buck, ADA Coordinator, voice phone number (602) 542-3931, e-mail edbuck@azcc.gov.
2 Requests should be made as early as possible to allow time to arrange the accommodation.

3 **XI.**

4 **ANSWER REQUIREMENT**

5 Pursuant to A.A.C. R14-4-305, if a Respondent or Respondent Spouse requests a hearing,
6 the requesting respondent must deliver or mail an Answer to this Temporary Order and Notice to
7 Docket Control, Arizona Corporation Commission, 1200 W. Washington, Phoenix, Arizona
8 85007, within 30 calendar days after the date of service of this Temporary Order and Notice.
9 Filing instructions may be obtained from Docket Control by calling (602) 542-3477 or on the
10 Commission's Internet web site at <http://www.azcc.gov/hearing>.

11 Additionally, the answering respondent must serve the Answer upon the Division.
12 Pursuant to A.A.C. R14-4-303, service upon the Division may be made by mailing or by hand-
13 delivering a copy of the Answer to the Division at 1300 West Washington, 3rd Floor, Phoenix,
14 Arizona, 85007, addressed to Sasha Andersen.

15 The Answer shall contain an admission or denial of each allegation in this Temporary
16 Order and Notice and the original signature of the answering respondent or the respondent's
17 attorney. A statement of a lack of sufficient knowledge or information shall be considered a denial
18 of an allegation. An allegation not denied shall be considered admitted.

19 When the answering respondent intends in good faith to deny only a part or a qualification
20 of an allegation, the respondent shall specify that part or qualification of the allegation and shall
21 admit the remainder. Respondent waives any affirmative defense not raised in the Answer.

22 ...

23 ...

24 ...

25 ...

26 ...

1 The officer presiding over the hearing may grant relief from the requirement to file an
2 Answer for good cause shown.

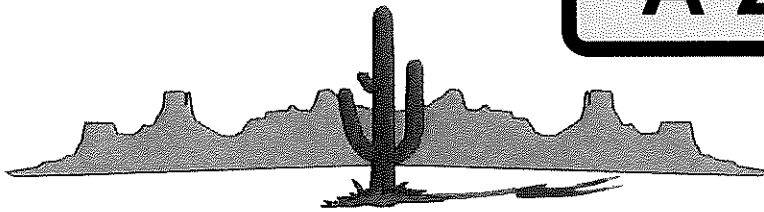
3 BY ORDER OF THE ARIZONA CORPORATION COMMISSION, this 18th day of April,
4 2023.

5 /s/
Mark Dinell
6 Director of Securities
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT E-2

EXHIBIT

A-2



STATE OF ARIZONA CORPORATION COMMISSION

To all to Whom these Presents shall Come Greeting:

I, DOUGLAS R. CLARK, EXECUTIVE DIRECTOR OF THE ARIZONA CORPORATION COMMISSION, DO HEREBY CERTIFY THAT

The attached is a true, complete and correct copy of the SECURITIES AFFIDAVIT as filed with this Commission on April 19, 2023, in DOCKET NO. S-21240A-23-0097 IN THE MATTER OF:

Jordan Frieberg (Agridime, LLC)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION
COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX,

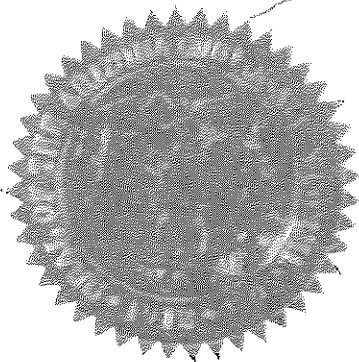
THIS

9th

DAY OF

November

2023



A handwritten signature in cursive script, reading "Douglas R. Clark".

DOUGLAS R. CLARK
EXECUTIVE DIRECTOR

APP 0132

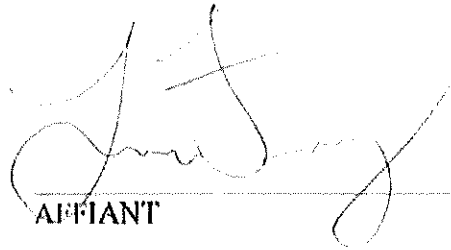
1 STATE OF ARIZONA

2 County of Maricopa

AFFIDAVIT OF SERVICE

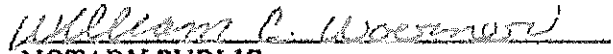
3
4
5 I, Jordan Frieberg, Investigator for the Securities Division of the Arizona Corporation
6 Commission, hereby certify that on April 19, 2023, I served a copy of a Temporary Order to Cease
7 and Desist and Notice of Opportunity for Hearing, S-21240A-23-0097, upon Agridime LLC, by
8 leaving a copy of the same with an employee, Delia Jacquez, at its usual place of business,
9 Agridime LLC, located at 1019 N Colorado St, #100, Gilbert, AZ 85233.
10

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

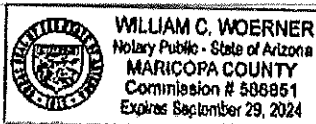

AFFIANT

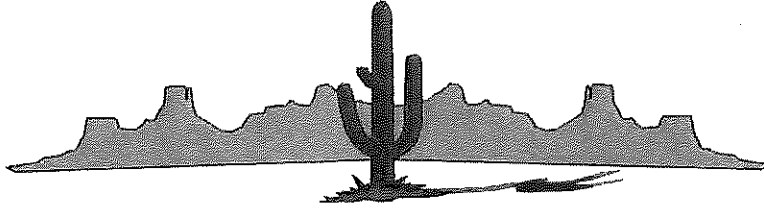
4/19/2023
DATE

SUBSCRIBED AND SWORN TO BEFORE me this 19th day of APRIL, 2023.


NOTARY PUBLIC

My Commission Expires:





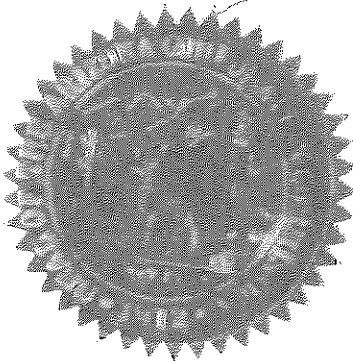
STATE OF ARIZONA CORPORATION COMMISSION

To all to Whom these Presents shall Come Greeting:

I, DOUGLAS R. CLARK, EXECUTIVE DIRECTOR OF THE ARIZONA CORPORATION COMMISSION, DO HEREBY CERTIFY THAT

The attached is a true, complete and correct copy of the SECURITIES AFFIDAVIT as filed with this Commission on April 19, 2023, in DOCKET NO. S-21240A-23-0097 IN THE MATTER OF:

Jordan Frieberg (Tia Link)



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION
COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX,

THIS 9th DAY OF November, 2023

A handwritten signature in cursive script that reads "Douglas R. Clark".

DOUGLAS R. CLARK
EXECUTIVE DIRECTOR

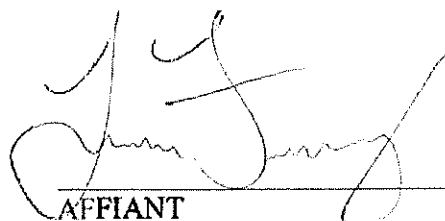
APP 0134

STATE OF ARIZONA

County of Maricopa

AFFIDAVIT OF SERVICE

I, Jordan Frieberg, Investigator for the Securities Division of the Arizona Corporation Commission, hereby certify that on April 19, 2023, I served a copy of a Temporary Order to Cease and Desist and Notice of Opportunity for Hearing, S-21240A-23-0097, upon Tia Link by leaving a copy of the same with an employee, Delia Jacquez, at her usual place of business, Agridime LLC, located at 1019 N Colorado St, #100, Gilbert, AZ 85233. Delia Jacquez verbally indicated that Tia Link works at that specific Agridime LLC location at 1019 N Colorado St, #100, Gilbert, AZ 85233.

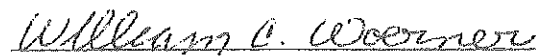


AFFIANT

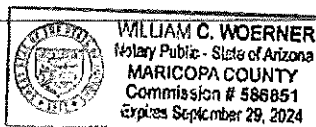
4/19/2023

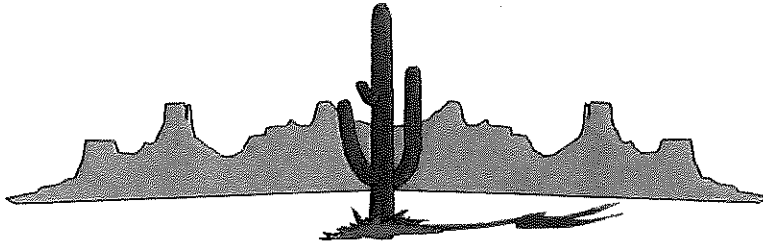
DATE

SUBSCRIBED AND SWORN TO BEFORE me this 9TH day of APRIL, 2023.


NOTARY PUBLIC

My Commission Expires:





STATE OF ARIZONA CORPORATION COMMISSION

To all to Whom these Presents shall Come Greeting:

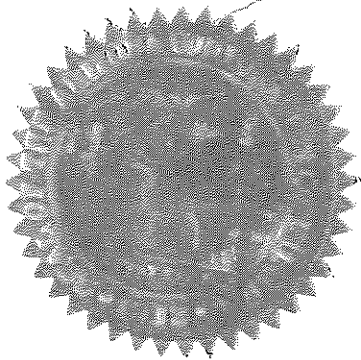
I, DOUGLAS R. CLARK, EXECUTIVE DIRECTOR OF THE ARIZONA CORPORATION COMMISSION, DO HEREBY CERTIFY THAT

The attached is a true, complete and correct copy of the SECURITIES AFFIDAVIT as filed with this Commission on April 19, 2023, in DOCKET NO. S-21240A-23-0097 IN THE MATTER OF:

Jordan Frieberg (Joshua Link)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION
COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX,

THIS 9th DAY OF November, 2023



A handwritten signature in ink, appearing to read "Douglas R. Clark".

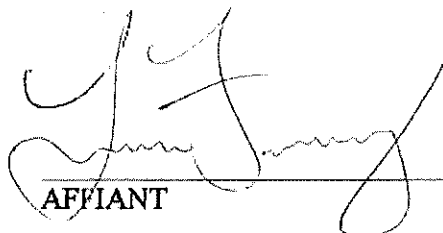
DOUGLAS R. CLARK
EXECUTIVE DIRECTOR

STATE OF ARIZONA

County of Maricopa

AFFIDAVIT OF SERVICE

I, Jordan Frieberg, Investigator for the Securities Division of the Arizona Corporation Commission, hereby certify that on April 19, 2023, I served a copy of a Temporary Order to Cease and Desist and Notice of Opportunity for Hearing, S-21240A-23-0097, upon Joshua Link by leaving a copy of the same with an employee, Delia Jacquez, at his usual place of business, Agridime LLC, located at 1019 N Colorado St, #100, Gilbert, AZ 85233. Delia Jacquez verbally indicated that Joshua Link works at that specific Agridime LLC location at 1019 N Colorado St, #100, Gilbert, AZ 85233.



AFFIANT

4/19/2023

DATE

SUBSCRIBED AND SWORN TO BEFORE me this 19TH day of APRIL, 2023.


NOTARY PUBLIC

My Commission Expires:

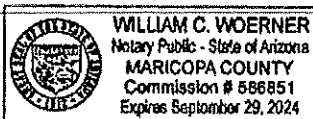


EXHIBIT E-3

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 COMMISSIONERS

3 JIM O'CONNOR, Chairman
4 LEA MÁRQUEZ PETERSON
5 ANNA TOVAR
6 KEVIN THOMPSON
7 NICK MYERS

8 In the matter of:

9 Agridime LLC, a Texas limited liability
10 company,

11 Joshua Link and Tia Link, husband and
12 wife,

13 Respondents.

DOCKET NO. S-21240A-23-0097

**RESPONDENTS' ANSWER TO
TEMPORARY ORDER TO CEASE
AND DESIST AND NOTICE OF
OPPORTUNITY FOR HEARING**

14 For their Answer to the Temporary Order to Cease and Desist and Notice of
15 Opportunity for Hearing (the "TOCD"), dated April 18, 2023, Respondents Agridime
16 LLC ("Agridime"), Joshua Link, and Tia Link (collectively, "Respondents") admit, deny,
17 and allege as follows:

18 Preliminary Statement

19 "Registered broker" carries specific meaning under the Arizona Securities
20 Act. Agridime is not a "registered broker" as that term is used by the Arizona
21 Corporation Commission's Securities Division (the "Division"). Rather, Agridime is a
22 registered and bonded livestock broker and market agency that falls under the jurisdiction
23 of the United States Department of Agriculture ("USDA"), which has its own regulatory
24 framework for protecting the public and the livestock that ultimately feeds Arizona
25 families. Through this action, the Division attempts to improperly supplant the USDA by
26 transmuting cattle brokers into securities brokers. This action is based on a
27 misunderstanding of how cattle are purchased, raised, fed, processed, and sold across the
28 United States. For those business activities in which Agridime engages, it is in fact a

Snell & Wilmer

LLP
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004-2556
602.382.6000

1 registered and bonded livestock broker and market agency authorized to and properly
2 operating under the USDA's regulatory framework.

3 **Answer to Unnumbered Paragraphs**

4 To the extent the two unnumbered paragraphs on page 1, lines 14-22 of the TOCD
5 call for a response, Respondents deny the allegations of those paragraphs.

6 **Answer to Numbered Paragraphs**

7 **I.**

8 **JURISDICTION**

9 1. Responding to the allegations in Paragraph 1 of the TOCD, Respondents
10 deny that the Arizona Corporation Commission ("Commission") has any Constitutional
11 authority in this matter. *See, e.g., Corporation Comm'n v. Pacific Greyhound Lines*, 54
12 Ariz. 159, 94 P.2d 443 (1939) (holding that the Commission's constitutional authority is
13 limited to setting utility rates).

14 **II.**

15 **RESPONDENTS**

16 2. Respondents admit the allegations in Paragraph 2 of the TOCD.

17 3. Respondents admit the allegations in Paragraph 3 of the TOCD.

18 4. Respondents admit the allegations in Paragraph 4 of the TOCD.

19 5. Responding to the allegations in Paragraph 5 of the TOCD, Respondents
20 admit that Joshua Link is a co-owner and Executive Director of Agridime, and deny the
21 remaining allegations.

22 6. Respondents admit the allegations in Paragraph 6 of the TOCD.

23 7. Responding to the allegations in Paragraph 7 of the TOCD, Respondents
24 admit that Tia Link has been the spouse of Joshua Link since at least 2018, and deny that
25 her joinder in the TOCD is proper.

26 8. Respondents lack knowledge or information sufficient to form a belief about
27 the truth of the allegations in Paragraph 8 of the TOCD.

28

1 **III.**

2 **FACTS**

3 9. Responding to the allegations in Paragraph 9 of the TOCD, Respondents
4 admit that Agridime provides meat distribution, cattle backgrounding, cattle finishing and
5 has a proprietary beef supply chain.

6 10. Responding to the allegations in Paragraph 10 of the TOCD, Respondents
7 admit that Agridime's websites identify Joshua Link, Tia Link, and Jed Wood as owners
8 of Agridime.

9 11. Respondents admit the allegations in Paragraph 11 of the TOCD.

10 12. Respondents admit the allegations in Paragraph 12 of the TOCD.

11 13. Responding to the allegations in Paragraph 13 of the TOCD, Respondents
12 admit that a webpage on one of Agridime's websites, specifically agridime.com/buy-
13 cattle-here, was accessible to the general public as of April 18, 2023, and stated, "Have
14 you ever wanted to make money raising cattle without having to do all the work?"
15 Respondents deny the remaining allegations in Paragraph 13 of the TOCD.

16 14. Respondents lack knowledge or information sufficient to form a belief about
17 the truth of the allegations in Paragraph 14 of the TOCD, as Respondents cannot
18 definitively discern to which "website" Paragraph 14 refers and to what "deal" Paragraph
19 14 refers.

20 15. Responding to the allegations in Paragraph 15 of the TOCD, Respondents
21 admit that customers could purchase a steer or heifer from Agridime for \$2,000 per head,
22 and deny the remaining allegations.

23 16. Responding to the allegations in Paragraph 16, Respondents affirmatively
24 allege that cattle are also raised by Agridime, and admit the remaining allegations.

25 17. Respondents admit the allegations in Paragraph 17 of the TOCD.

26 18. Respondents deny the allegations in Paragraph 18 of the TOCD.

1 19. Responding to the allegations in Paragraph 19 of the TOCD, Respondents
2 admit that the screenshot is from one of Agridime's websites in or around April 2023, and
3 deny the remaining allegations.

4 20. Respondents deny the allegations in Paragraph 20 of the TOCD.

5 21. Responding to the allegations in Paragraph 21 of the TOCD, Respondents
6 admit that customers could finance their purchase of cattle from Agridime using a third-
7 party provider, and deny the remaining allegations.

8 22. Respondents deny the allegations contained in Paragraph 22 of the TOCD.

9 23. Responding to the allegations in Paragraph 23 of the TOCD, Respondents
10 deny that its customers are investors, and admit the remaining allegations.

11 24. Responding to the allegations in Paragraph 24 of the TOCD, Respondents
12 admit that Agridime formerly advertised its cattle purchase program on Facebook with an
13 animated video with the description: "Make 15–20% Yearly Returns by Purchasing Cattle
14 With Us," and deny the remaining allegations.

15 25. Respondents admit the allegations contained in Paragraph 25 of the TOCD.

16 26. Respondents lack knowledge or information sufficient to form a belief about
17 the truth of the allegations in Paragraph 26 of the TOCD.

18 27. Responding to the allegations in Paragraph 27 of the TOCD, Respondents
19 admit that the Facebook video describes how individuals can purchase cattle for \$2,000
20 per head, which will pay to "feed that animal to finish, fully process the beef into retail
21 packaging, and then ultimately sell the beef," and deny the remaining allegations.

22 28. Respondents lack knowledge or information sufficient to form a belief about
23 the truth of the allegations in Paragraph 28 of the TOCD.

24 29. Respondents lack knowledge or information sufficient to form a belief about
25 the truth of the allegations in Paragraph 29 of the TOCD.

26 30. Respondents lack knowledge or information sufficient to form a belief about
27 the truth of the allegations in Paragraph 30 of the TOCD.
28

1 31. Respondents lack knowledge or information sufficient to form a belief about
2 the truth of the allegations in Paragraph 31 of the TOCD.

3 32. Respondents lack knowledge or information sufficient to form a belief about
4 the truth of the allegations in Paragraph 32 of the TOCD.

5 33. Respondents lack knowledge or information sufficient to form a belief about
6 the truth of the allegations in Paragraph 33 of the TOCD.

7 34. Respondents lack knowledge or information sufficient to form a belief about
8 the truth of the allegations in Paragraph 34 of the TOCD.

9 35. Respondents lack knowledge or information sufficient to form a belief about
10 the truth of the allegations in Paragraph 35 of the TOCD.

11 36. Respondents lack knowledge or information sufficient to form a belief about
12 the truth of the allegations in Paragraph 36 of the TOCD.

13 37. Respondents lack knowledge or information sufficient to form a belief about
14 the truth of the allegations in Paragraph 37 of the TOCD.

15 38. Respondents lack knowledge or information sufficient to form a belief about
16 the truth of the allegations in Paragraph 38 of the TOCD.

17 39. Respondents lack knowledge or information sufficient to form a belief about
18 the truth of the allegations in Paragraph 39 of the TOCD.

19 40. Respondents lack knowledge or information sufficient to form a belief about
20 the truth of the allegations in Paragraph 40 of the TOCD.

21 41. Respondents lack knowledge or information sufficient to form a belief about
22 the truth of the allegations in Paragraph 41 of the TOCD.

23 42. Respondents lack knowledge or information sufficient to form a belief about
24 the truth of the allegations in Paragraph 42 of the TOCD.

25 43. Respondents lack knowledge or information sufficient to form a belief about
26 the truth of the allegations in Paragraph 43 of the TOCD.

27 44. Respondents lack knowledge or information sufficient to form a belief about
28 the truth of the allegations in Paragraph 44 of the TOCD.

1 IV.

2 VIOLATION OF A.R.S. § 44-1841

3 (Offer and Sale of Unregistered Securities)

4 45. Respondents deny the allegations in Paragraph 45 of the TOCD.

5 46. Responding to the allegations in Paragraph 46 of the TOCD, Respondents
6 admit that Agridime's cattle purchase contracts with customers were not registered as
7 securities, and deny the remaining allegations.

8 47. Respondents deny the allegations in Paragraph 47 of the TOCD.

9 V.

10 VIOLATION OF A.R.S. § 44-1842

11 (Transactions by Unregistered Dealers or Salesmen)

12 48. Respondents deny the allegations in Paragraph 48 of the TOCD.

13 49. Respondents deny the allegations in Paragraph 49 of the TOCD.

14 VI.

15 VIOLATION OF A.R.S. § 44-1991

16 (Fraud in Connection with the Offer or Sale of Securities)

17 50. Respondents deny the allegations in Paragraph 50 of the TOCD.

18 51. Respondents deny the allegations in Paragraph 51 of the TOCD.

19 52. Respondents deny the allegations in Paragraph 52 of the TOCD.

20 VII.

21 CONTROL PERSON LIABILITY PURSUANT TO A.R.S. § 44-1999

22 53. Respondents admit the allegations in Paragraph 53 of the TOCD.

23 54. Respondents deny the allegations in Paragraph 54 of the TOCD.

24 55. To the extent that any response to the "Temporary Order" is required,
25 Respondents deny the allegations, deny that the Temporary Order is valid, and deny that
26 the Director has the authority to issue the Temporary Order.

27 56. To the extent that any response to the "Requested Relief" is required,
28 Respondents deny that any relief is warranted.

1 57. To the extent that any response to the remaining unnumbered paragraphs is
2 required, Respondents deny the same.

3 58. Respondents deny each and every allegation not specifically admitted
4 herein.

5 **AFFIRMATIVE DEFENSES**

6 59. Agridime is a registered and bonded livestock broker and market agency
7 operating in full compliance with governing regulations promulgated by the United States
8 Department of Agriculture.

9 60. As applied to registered and bonded livestock brokers and market agencies,
10 such as Agridime, the Arizona Securities Act is preempted by the Packers and Stockyards
11 Act of 1921.

12 61. The claims are barred based on public policy.

13 62. To the extent the cattle purchase contracts allegedly offered or sold are
14 determined to be securities, Respondents allege that the cattle purchase contracts are
15 exempt from the registration provisions of the Arizona Securities Act.

16 63. All actions taken by Respondents were taken for a proper purpose.

17 64. The claims are barred by waiver, estoppel, laches, or acquiescence.

18 65. Respondents allege that they did not know, and in the exercise of reasonable
19 care could not have known, of any alleged untrue statements or material omissions.

20 66. Respondents did not act with the requisite scienter.

21 67. The customers of Agridime have suffered no injuries or damages as a result
22 of Respondents' acts.

23 68. Respondents have not caused any damages.

24 69. Customers relied, at least in part, on others, and not on Respondents, in
25 connection with the matters at issue.

26 70. An award of restitution is barred, in whole or in part, because the damages,
27 if any, were caused by customers' own acts or omissions.
28

1 71. The claims and an award of restitution are barred, in whole or in part, by the
2 doctrine of contributory negligence.

3 72. The claims and an award of restitution are barred, in whole or in part,
4 because customers' damages, if any, were caused by the acts of others over whom
5 Respondents had no control, and for whose acts Respondents are not legally answerable.

6 73. The claims and an award of restitution are barred, in whole or in part,
7 because customers' damages, if any, were caused by intervening and/or superseding
8 causes over which Respondents had no control.

9 74. The claims and an award of restitution are barred, in whole or in part,
10 because customers' damages, if any, were caused, in whole or in part, by factors beyond
11 Respondents' control.

12 75. The claims and an award of restitution are precluded, in whole or in part, by
13 setoff, offset, accord and satisfaction, and/or payment.

14 76. Customers were aware of all material facts with respect to their cattle
15 purchases.

16 77. The claims are, in whole or part, subject to the right to jury trial established
17 by Article 2, Section 23 of the Arizona Constitution and the Seventh Amendment to the
18 United States Constitution. Respondents hereby assert their right to a jury trial and,
19 accordingly, this case cannot proceed before the Commission because the Commission
20 lacks the power to summon and empanel a jury.

21 78. This is a statutory enforcement action that falls within the Judicial Power of
22 the State of Arizona. Pursuant to Article 6, Section 1 of the Arizona Constitution, the
23 "judicial power shall be vested in an integrated judicial department consisting of a
24 supreme court, such intermediate appellate courts as may be provided by law, a superior
25 court, such courts inferior to the superior court as may be provided by law, and justice
26 courts." The Commission is not any of the courts enumerated in Article 6, Section 1, and
27 the Commission is not part of the integrated judicial department of Arizona. Accordingly,
28 the Commission is prohibited from hearing this case by Article 6, Section 1 of the Arizona

Snell & Wilmer
LLP
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004-2556
602.382.6000

1 Constitution. This does not mean that statutory securities enforcement cases cannot be
2 heard, because the Superior Court has jurisdiction to hear securities enforcement actions
3 under A.R.S. §§ 44-2031 and 44-2032(2), (3), and (4). As a matter of policy, the Division
4 chooses to bring proceedings before the Commission rather than the Superior Court in
5 order to grant advantages to itself that it would not have in Superior Court, and to deny
6 Respondents the rights they would be entitled to in Superior Court. The Division's policy
7 cannot prevail over the clear mandate of Article 6, Section 1 of the Arizona Constitution.

8 79. Respondents allege such other affirmative defenses set forth in Rule 8(c),
9 Arizona Rules of Civil Procedure, as may be determined through discovery to be
10 applicable.

11 **REQUESTED RELIEF**

12 WHEREFORE, having fully answered, Respondents request that the Commission
13 vacate the Temporary Order to Cease and Desist and Notice of Opportunity for Hearing,
14 dismiss all claims and this matter in its entirety, enter an order finding that Respondents
15 have committed no violations, finding that the cattle purchases are not securities,
16 awarding Respondents their attorneys' fees, expert witness fees, costs, and other expenses
17 incurred, and for such other and further relief as the Commission deems appropriate.

18
19 DATED this 23rd day of June, 2023.

20 SNELL & WILMER L.L.P.

21
22 By: s/ Matthew P. Fischer

23 Matthew P. Fischer (#019770)
24 Cory L. Braddock (#024668)
25 Zachary G. Schroeder (#36266)
26 One East Washington Street, Suite 2700
27 Phoenix, Arizona 85004-2556
28 Telephone: (602) 382-6000
Email: mfischer@swlaw.com
cbraddock@swlaw.com
zschroeder@swlaw.com

Attorneys for Respondents

1 ORIGINAL of the foregoing e-filed
2 with Docket Control this 23rd day
of June, 2023, via the Arizona
Corporation Commission Portal.

3
4 COPY of the foregoing served via
e-mail this 23rd day of June, 2023,
to:

5 Sasha Andersen, Esq.
6 Securities Division
7 Arizona Corporation Commission
1300 West Washington Street
Third Floor
8 Phoenix, Arizona 85007
sanderson@azcc.gov
9

10 /s/ Martin Lucero
4855-4610-2634

Snell & Wilmer

LLP
LAW OFFICES
One East Washington Street, Suite 2700
Phoenix, Arizona 85004-2556
602.382.6000

EXHIBIT E-4

Day	Customer/Contract #	# Cattle Purchased	Address	City	State	Zipcode	Phone	Email Address
5/17/2022	[REDACTED]	2	[REDACTED]	Chandler	AZ	[REDACTED]	[REDACTED]	[REDACTED]
6/1/2022	[REDACTED]	10	[REDACTED]	SUN CITY	AZ	[REDACTED]		[REDACTED]
6/5/2022	[REDACTED]	1	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]
6/30/2022	[REDACTED]	9	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]
7/2/2022	[REDACTED]	5	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
7/11/2022	[REDACTED]	1	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
7/12/2022	[REDACTED]	5	[REDACTED]	Tucson	AZ	[REDACTED]	[REDACTED]	[REDACTED]
7/24/2022	[REDACTED]	2	[REDACTED]	Phoenix	AZ	[REDACTED]	[REDACTED]	[REDACTED]
7/28/2022	[REDACTED]	2	[REDACTED]	PEORIA	AZ	[REDACTED]		[REDACTED]
7/28/2022	[REDACTED]	3	[REDACTED]	PEORIA	AZ	[REDACTED]		[REDACTED]
8/7/2022	[REDACTED]	5	[REDACTED]	Sierra Vista	AZ	[REDACTED]	[REDACTED]	[REDACTED]
8/8/2022	[REDACTED]	2	[REDACTED]	Surprise	AZ	[REDACTED]	[REDACTED]	[REDACTED]
8/8/2022	[REDACTED]	5	[REDACTED]	Mesa	AZ	[REDACTED]	[REDACTED]	[REDACTED]
8/10/2022	[REDACTED]	5	[REDACTED]	Mesa	AZ	[REDACTED]	[REDACTED]	[REDACTED]
8/16/2022	[REDACTED]	1	[REDACTED]	Sun City	AZ	[REDACTED]	[REDACTED]	[REDACTED]
9/12/2022	[REDACTED]	5	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
9/14/2022	[REDACTED]	5	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
9/15/2022	[REDACTED]	1	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]

Confidential

AGRIDIME000001
APP 0150

ACC000018 EF-9585

9/30/2022	[REDACTED]	50	[REDACTED]	GILBERT	AZ	[REDACTED]		[REDACTED]
10/17/2022	[REDACTED]	5	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
10/18/2022	[REDACTED]	100	[REDACTED]	SOLOMON	AZ	[REDACTED]		[REDACTED]
10/25/2022	[REDACTED]	1	[REDACTED]	TUCSON	AZ	[REDACTED]		[REDACTED]
10/26/2022	[REDACTED]	3	[REDACTED]	Peoria	AZ	[REDACTED]	[REDACTED]	[REDACTED]
10/26/2022	[REDACTED]	1	[REDACTED]	Scottsdale	AZ	[REDACTED]	[REDACTED]	[REDACTED]
10/29/2022	[REDACTED]	3	[REDACTED]	Oro Valley	AZ	[REDACTED]	[REDACTED]	[REDACTED]
11/2/2022	[REDACTED]	10	[REDACTED]	PHOENIX	AZ	[REDACTED]		[REDACTED]
11/2/2022	[REDACTED]	61	[REDACTED]	MESA	AZ	[REDACTED]		[REDACTED]
11/3/2022	[REDACTED]	150	[REDACTED]	MESA	AZ	[REDACTED]		[REDACTED]
11/7/2022	[REDACTED] aff	5	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
11/8/2022	[REDACTED]	5	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]@ [REDACTED]
11/8/2022	[REDACTED]	100	[REDACTED]	SAFFORD	AZ	[REDACTED]		[REDACTED]
11/9/2022	[REDACTED]	50	[REDACTED]	SAFFORD	AZ	[REDACTED]		[REDACTED]
11/15/2022	[REDACTED]	40	[REDACTED]	SOLOMON	AZ	[REDACTED]		[REDACTED]
11/18/2022	[REDACTED]	1	[REDACTED]	Paradise Valley	AZ	[REDACTED]	[REDACTED]	[REDACTED]
11/19/2022	[REDACTED]	5	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]

Confidential

AGRIDIME000002

APP 0131

ACC000019 EF-9585

11/21/2022	Mark Schuch	2	[REDACTED]	Phoenix	AZ	[REDACTED]	[REDACTED]	[REDACTED]
12/6/2022	[REDACTED]	2	[REDACTED]	Mesa	AZ	[REDACTED]	[REDACTED]	[REDACTED]
12/6/2022	[REDACTED]	1	[REDACTED]	Chandler	AZ	[REDACTED]	[REDACTED]	[REDACTED]
12/8/2022	[REDACTED]	5	[REDACTED]	Tempe	AZ	[REDACTED]	[REDACTED]	[REDACTED]
12/12/2022	[REDACTED]	5	[REDACTED]	Wickenburg	AZ	[REDACTED]	[REDACTED]	[REDACTED]
12/14/2022	[REDACTED]	50	[REDACTED]	TEMPE	AZ	[REDACTED]		
12/30/2022	[REDACTED]	2	[REDACTED]	Tucson	AZ	[REDACTED]	[REDACTED]	[REDACTED]
1/9/2023	[REDACTED]	122	[REDACTED]	MESA	AZ	[REDACTED]		[REDACTED]
1/9/2023	[REDACTED]	161	[REDACTED]	COOLIDGE	AZ	[REDACTED]		[REDACTED]
1/14/2023	[REDACTED]	1	[REDACTED]	Mesa	AZ	[REDACTED]	[REDACTED]	[REDACTED]
1/19/2023	[REDACTED]	18	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]
1/23/2023	[REDACTED]	150	[REDACTED]	SCOTTSDALE	AZ	[REDACTED]		[REDACTED]
1/24/2023	[REDACTED]	1	[REDACTED]	Bullhead City	AZ	[REDACTED]	[REDACTED]	[REDACTED]
1/31/2023	[REDACTED]	1	[REDACTED]	Nogales	AZ	[REDACTED]	[REDACTED]	[REDACTED]
2/1/2023	[REDACTED]	3	[REDACTED]	Goodyear	AZ	[REDACTED]	[REDACTED]	[REDACTED]
2/4/2023	[REDACTED]	2	[REDACTED]	Litchfield Park	AZ	[REDACTED]	[REDACTED]	[REDACTED]
2/4/2023	[REDACTED]	1	[REDACTED]	Chandler	AZ	[REDACTED]		[REDACTED]
2/8/2023	[REDACTED]	50	[REDACTED]	Prescott	AZ	[REDACTED]	[REDACTED]	[REDACTED]
2/11/2023	[REDACTED]	2	[REDACTED]	Payson	AZ	[REDACTED]	[REDACTED]	[REDACTED]

Confidential

AGRIDIM500003
APP 0132

ACC000020 EF-9585

2/15/2023	[REDACTED]	6	[REDACTED]	Payson	AZ	[REDACTED]	[REDACTED]	[REDACTED]
2/17/2023	[REDACTED]	1	[REDACTED]	Phoenix	AZ	[REDACTED]	[REDACTED]	[REDACTED]
2/23/2023	[REDACTED]	50	[REDACTED]	TEMPE	AZ	[REDACTED]		[REDACTED]
2/28/2023	[REDACTED]	50	[REDACTED]	SAFFORD AZ	AZ	[REDACTED]		[REDACTED]
3/7/2023	[REDACTED]	3	[REDACTED]	Mesa	AZ	[REDACTED]	[REDACTED]	[REDACTED]
3/7/2023	[REDACTED]	5	[REDACTED]	Tempe	AZ	[REDACTED]	[REDACTED]	[REDACTED]
3/15/2023	[REDACTED]	5	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]
3/21/2023	[REDACTED]	3	[REDACTED]	Fountain Hills	AZ	[REDACTED]	[REDACTED]	[REDACTED]
3/24/2023	[REDACTED]	1	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/8/2023	[REDACTED]	1	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/10/2023	[REDACTED]	1	[REDACTED]	Surprise	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/10/2023	[REDACTED]	1	[REDACTED]	Queen Creek	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/14/2023	[REDACTED]	10	[REDACTED]	PHOENIX	AZ	[REDACTED]		[REDACTED]
4/18/2023	[REDACTED]	8	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/18/2023	[REDACTED]	1	[REDACTED]	Phoenix	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/20/2023	[REDACTED]	17	[REDACTED]	Gilbert	AZ	[REDACTED]	[REDACTED]	[REDACTED]
4/23/2023	[REDACTED]	1	[REDACTED]	Mesa	AZ	[REDACTED]	[REDACTED]	[REDACTED]

Confidential

AGRIDIME000004
APP 0153

ACC000021 EF-9585

4/26/2023	[REDACTED]	125	[REDACTED]	GILBERT	AZ	[REDACTED]		[REDACTED]
4/26/2023	[REDACTED]	10	[REDACTED]	Wickenburg	AZ	[REDACTED]	[REDACTED]	[REDACTED]
5/2/2023	[REDACTED]	60	[REDACTED]	PHOENIX	AZ	[REDACTED]		[REDACTED]
5/2/2023	[REDACTED]	60	[REDACTED]	PHOENIX	AZ	[REDACTED]		[REDACTED]
5/4/2023	[REDACTED]	50	[REDACTED]	Saint Johns	AZ	[REDACTED]	[REDACTED]	[REDACTED]
5/4/2023	[REDACTED]	2	[REDACTED]	PHOENIX	AZ	[REDACTED]		[REDACTED]
5/4/2023	[REDACTED]	50	[REDACTED]	SAINT JOHNS	AZ	[REDACTED]		[REDACTED]
5/11/2023	[REDACTED]	3	[REDACTED]	QUEEN CREEK	AZ	[REDACTED]		[REDACTED]
5/11/2023	[REDACTED]	50	[REDACTED]	CHANDLER	AZ	[REDACTED]		[REDACTED]
5/18/2023	[REDACTED]	10	[REDACTED]	PEORIA	AZ	[REDACTED]		[REDACTED]
5/18/2023	[REDACTED]	25	[REDACTED]	PAYSON	AZ	[REDACTED]		[REDACTED]

Confidential

AGRIDIME000005

APP 0154

ACC000022 EF-9585

3:36 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Cow Contract Sales										
#37820										
Deposit	07/19/2023			60 head co...	Cattle O...		Worthington ...		120,000.00	120,000.00
Total #37820								0.00	120,000.00	120,000.00
#37821										
Deposit	07/18/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37821								0.00	100,000.00	100,000.00
#37822										
Deposit	07/25/2023	COL...		75 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #37822								0.00	150,000.00	150,000.00
#37836										
Deposit	07/19/2023	COL...		150 head c...	Cattle O...		Worthington ...		300,000.00	300,000.00
Total #37836								0.00	300,000.00	300,000.00
#37845										
Deposit	07/20/2023			40 head co...	Cattle O...		Worthington ...		120,000.00	120,000.00
Total #37845								0.00	120,000.00	120,000.00
#37846										
Deposit	07/24/2023			40 head co...	Cattle O...		Worthington ...		120,000.00	120,000.00
Total #37846								0.00	120,000.00	120,000.00
#37847										
Deposit	07/27/2023	COL...		1 head cont...	Cattle O...		Worthington ...		2,000.00	2,000.00
Total #37847								0.00	2,000.00	2,000.00
#37848										
Deposit	07/24/2023	COL...		66 head co...	Cattle O...		Worthington ...		198,000.00	198,000.00
Total #37848								0.00	198,000.00	198,000.00
#37849										
Deposit	07/25/2023			33.33 head ...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37849								0.00	100,000.00	100,000.00
#37852										
				33.33 head ...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37852								0.00	100,000.00	100,000.00

Confidential

Page 1
 APP 0155
 AGRIDIME05042
 ACC008771 EF-9585

3:36 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37864										
Deposit	08/02/2023		...	33.33 head ...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37864								0.00	100,000.00	100,000.00
#37865										
Deposit	08/07/2023			66 head co...	Cattle O...		Worthington ...		198,000.00	198,000.00
Total #37865								0.00	198,000.00	198,000.00
#37866										
Deposit	08/07/2023	COL...		16.66 head ...	Cattle O...		Worthington ...		50,000.00	50,000.00
Total #37866								0.00	50,000.00	50,000.00
#37867										
Deposit	08/03/2023		...	50 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #37867								0.00	150,000.00	150,000.00
#37868										
Deposit	08/16/2023			33.33 head ...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37868								0.00	100,000.00	100,000.00
#37869										
Deposit	08/04/2023			34 head co...	Cattle O...		Worthington ...		102,000.00	102,000.00
Total #37869								0.00	102,000.00	102,000.00
#37872										
Deposit	08/08/2023	COL...		27 head co...	Cattle O...		Worthington ...		81,000.00	81,000.00
Total #37872								0.00	81,000.00	81,000.00
#37878										
Deposit	08/04/2023	COL...		40 head co...	Cattle O...		Worthington ...		120,000.00	120,000.00
Total #37878								0.00	120,000.00	120,000.00
#37879										
Deposit	08/04/2023	COL...		40 head co...	Cattle O...		Worthington ...		120,000.00	120,000.00
Total #37879								0.00	120,000.00	120,000.00
#37882										
Deposit	08/07/2023			166.666666...	Cattle O...		Worthington ...		500,000.00	500,000.00
Total #37882								0.00	500,000.00	500,000.00

Confidential

APP 0156
 AGRIDIME005043
 ACC008772 EF-9585

Page 2

3:36 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37886										
Deposit	08/04/2023	COL...		1 head cont...	Cattle O...		Worthington ...		3,000.00	3,000.00
Total #37886								0.00	3,000.00	3,000.00
#37895										
Deposit	08/17/2023			333.333333...	Cattle O...		Worthington ...		1,000,000.00	1,000,000.00
Total #37895								0.00	1,000,000.00	1,000,000.00
#37900										
Deposit	08/09/2023			13.3333333...	Cattle O...		Worthington ...		40,000.00	40,000.00
Total #37900								0.00	40,000.00	40,000.00
#37900										
Deposit	08/18/2023			66 head co...	Cattle O...		Worthington ...		198,000.00	198,000.00
Total #37900 Kelsie Hutchison								0.00	198,000.00	198,000.00
#38054										
Deposit	08/21/2023			33.3333333...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #38054								0.00	100,000.00	100,000.00
Total Cow Contract Sales								0.00	4,172,000.00	4,172,000.00
TOTAL								0.00	4,172,000.00	4,172,000.00

Confidential

Page 3
 APP 0157
 AGRIDIME005044
 ACC008773 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Livestock Contract Sales										
# [REDACTED]										
General Journal	07/17/2023		[REDACTED]	REFUND (o...	Cattle O...		Meat Sales	6,000.00		-6,000.00
Total # [REDACTED]								6,000.00	0.00	-6,000.00
# [REDACTED]										
General Journal	08/01/2023		Shopify		Cattle O...		Meat Sales	2,000.00		-2,000.00
Total # [REDACTED]								2,000.00	0.00	-2,000.00
# [REDACTED]										
General Journal	08/05/2023		Shopify	REFUNDED	Cattle O...		Meat Sales		110,000.00	110,000.00
General Journal	08/06/2023		Shopify	REFUND (o...	Cattle O...		Meat Sales	110,000.00		0.00
Total # [REDACTED]								110,000.00	110,000.00	0.00
# Always Best										
Deposit	05/26/2023		Always Best	ALWAYS B...			Worthington ...		10,000.00	10,000.00
Deposit	06/29/2023		Always Best	Deposit	Cattle O...		Worthington ...		10,000.00	20,000.00
Deposit	07/27/2023		Always Best	ALWAYS B...	Cattle O...		Worthington ...		10,000.00	30,000.00
Deposit	08/28/2023		Always Best	Deposit	Cattle O...		Worthington ...		10,000.00	40,000.00
Total # Always Best								0.00	40,000.00	40,000.00
#3614 [REDACTED]										
Deposit	08/14/2023		[REDACTED]	7 of 11 for c...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #3614 [REDACTED]								0.00	100,000.00	100,000.00
#37798 [REDACTED]										
Deposit	07/10/2023		[REDACTED]	90 head co...	Cattle O...		Worthington ...		180,000.00	180,000.00
Total #37798 [REDACTED]								0.00	180,000.00	180,000.00
#37800 [REDACTED]										
Deposit	07/12/2023		[REDACTED]	5 head cont...	Cattle O...		Worthington ...		10,000.00	10,000.00
Total #37800 [REDACTED]								0.00	10,000.00	10,000.00
#37801 [REDACTED]										
Deposit	07/11/2023	COL...	[REDACTED]	50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37801 [REDACTED]								0.00	100,000.00	100,000.00
#37803 [REDACTED]										
Deposit	07/17/2023	COL...	[REDACTED]	15 head co...	Cattle O...		Worthington ...		30,000.00	30,000.00
Total #37803 [REDACTED]								0.00	30,000.00	30,000.00

Confidential

Page 1
 APP 0158
 AGRIDIME005901
 ACC008774 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37804										
General Journal	07/10/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37804								0.00	10,000.00	10,000.00
#37805										
General Journal	07/10/2023			1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #37805								0.00	2,000.00	2,000.00
#37806										
General Journal	07/12/2023			1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #37806								0.00	2,000.00	2,000.00
#37807										
Deposit	07/11/2023			2 head cont...	Cattle O...		Worthington ...		4,000.00	4,000.00
Total #37807								0.00	4,000.00	4,000.00
#37808										
Deposit	07/18/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #37808								0.00	20,000.00	20,000.00
#37809										
General Journal	08/01/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #37809								0.00	6,000.00	6,000.00
#37810										
General Journal	07/19/2023			4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #37810								0.00	8,000.00	8,000.00
#37811										
General Journal	07/27/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #37811								0.00	6,000.00	6,000.00
#37812										
Deposit	07/13/2023			64 head co...	Cattle O...		Worthington ...		128,000.00	128,000.00
Total #37812								0.00	128,000.00	128,000.00
#37813										
General Journal	07/20/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37813								0.00	10,000.00	10,000.00

Confidential

Page 2
 APP 0159
 AGRIDIME005902
 ACC008775 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37817										
General Journal	07/19/2023			2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #37817								0.00	4,000.00	4,000.00
#37819										
Deposit	07/18/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37819								0.00	100,000.00	100,000.00
#37823										
General Journal	07/18/2023			2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #37823								0.00	4,000.00	4,000.00
#37824										
General Journal	07/24/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #37824								0.00	6,000.00	6,000.00
#37825										
Deposit	07/20/2023	COL...		6 head cont...	Cattle O...		Worthington ...		12,000.00	12,000.00
Total #37825								0.00	12,000.00	12,000.00
#37826										
General Journal	07/18/2023			15 head co...	Cattle O...		Meat Sales		30,000.00	30,000.00
Total #37826								0.00	30,000.00	30,000.00
#37827										
General Journal	07/18/2023			1 of 2	Cattle O...		Meat Sales		6,000.00	6,000.00
General Journal	07/20/2023			2 of 2 6 h...	Cattle O...		Meat Sales		6,000.00	12,000.00
Total #37827								0.00	12,000.00	12,000.00
#37828										
General Journal	07/19/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37828								0.00	10,000.00	10,000.00
#37829										
General Journal	07/18/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37829								0.00	10,000.00	10,000.00
#37830										
Deposit	07/19/2023			51 head co...	Cattle O...		Worthington ...		102,000.00	102,000.00
Total #37830								0.00	102,000.00	102,000.00

Confidential

Page 3
 APP 0160
 AGRIDIME005903
 ACC008776 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37831										
General Journal	07/31/2023			52 head co...	Cattle O...		Meat Sales		104,000.00	104,000.00
Total #37831								0.00	104,000.00	104,000.00
#37832										
General Journal	08/11/2023			53 head co...	Cattle O...		Meat Sales		106,000.00	106,000.00
Total #37832								0.00	106,000.00	106,000.00
#37833										
General Journal	08/30/2023		Shopify	54 head co...	Cattle O...		Meat Sales		108,000.00	108,000.00
Total #37833								0.00	108,000.00	108,000.00
#37834										
General Journal	08/03/2023		Shopify	4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #37834								0.00	8,000.00	8,000.00
#37835										
Deposit	07/21/2023	COL...		1.5 head co...	Cattle O...		Worthington ...		3,000.00	3,000.00
Check	07/26/2023			ACH Charg...	Cattle O...		Worthington ...	3,000.00		0.00
Deposit	08/07/2023	ACH		Deposit	Cattle O...		Worthington ...		3,000.00	3,000.00
Total #37835								3,000.00	6,000.00	3,000.00
#37837										
General Journal	07/20/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37837								0.00	10,000.00	10,000.00
#37838										
General Journal	07/14/2023			1 of 3	Cattle O...		Meat Sales		40,000.00	40,000.00
General Journal	07/17/2023			2 of 3	Cattle O...		Meat Sales		40,000.00	80,000.00
General Journal	07/19/2023			3 of 3 50 ...	Cattle O...		Meat Sales		20,000.00	100,000.00
Total #37838								0.00	100,000.00	100,000.00
#37839										
Deposit	07/31/2023			1 head cont...	Cattle O...		Worthington ...		2,000.00	2,000.00
Total #37839								0.00	2,000.00	2,000.00
#37840										
General Journal	07/20/2023		Shopify	1 of 2	Cattle O...		Meat Sales		58,000.00	58,000.00
General Journal	07/21/2023		Shopify	2 of 2 50 ...	Cattle O...		Meat Sales		42,000.00	100,000.00
Total #37840								0.00	100,000.00	100,000.00

Confidential

APP 0161
AGRIDIME005904
ACC008777 EF-9585

Page 4

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37841										
General Journal	07/20/2023			15 head co...	Cattle O...		Meat Sales		30,000.00	30,000.00
Total #37841	Trung Bao Vu							0.00	30,000.00	30,000.00
#37843										
Deposit	07/20/2023			40 head co...	Cattle O...		Worthington ...		80,000.00	80,000.00
Total #37843								0.00	80,000.00	80,000.00
#37844										
General Journal	07/21/2023		Shopify	4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #37844								0.00	8,000.00	8,000.00
#37853										
General Journal	07/21/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #37853								0.00	4,000.00	4,000.00
#37855										
General Journal	07/27/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37855								0.00	10,000.00	10,000.00
#37856										
General Journal	07/31/2023			1 of 2	Cattle O...		Meat Sales		10,000.00	10,000.00
Deposit	08/01/2023			2 of 2 17 ...	Cattle O...		Worthington ...		24,000.00	34,000.00
Total #37856								0.00	34,000.00	34,000.00
#37860										
General Journal	07/31/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37860								0.00	10,000.00	10,000.00
#37861										
General Journal	08/01/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #37861								0.00	2,000.00	2,000.00
#37863										
General Journal	08/04/2023		Shopify	20 head co...	Cattle O...		Meat Sales		40,000.00	40,000.00
Total #37863								0.00	40,000.00	40,000.00
#37870										
Deposit	08/01/2023			220 head c...	Cattle O...		Worthington ...		440,000.00	440,000.00
Total #37870								0.00	440,000.00	440,000.00

Confidential

Page 5
 APP 0162
 AGRIDIME005905
 ACC008778 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37873										
Deposit	08/01/2023			2 head cont...	Cattle O...		Worthington ...		4,000.00	4,000.00
Total #37873								0.00	4,000.00	4,000.00
#37874										
General Journal	08/01/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #37874								0.00	6,000.00	6,000.00
#37875										
General Journal	08/14/2023		uf	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #37875								0.00	2,000.00	2,000.00
#37877										
General Journal	08/01/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #37877								0.00	6,000.00	6,000.00
#37883										
General Journal	08/02/2023		Shopify	11 head co...	Cattle O...		Meat Sales		22,000.00	22,000.00
Total #37883								0.00	22,000.00	22,000.00
#37884										
General Journal	08/03/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #37884								0.00	10,000.00	10,000.00
#37885										
General Journal	08/03/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #37885								0.00	2,000.00	2,000.00
#37889										
Deposit	08/08/2023			150 head c...	Cattle O...		Worthington ...		300,000.00	300,000.00
Total #37889								0.00	300,000.00	300,000.00
#37890										
General Journal	08/04/2023		Shopify	10 head co...	Cattle O...		Meat Sales		20,000.00	20,000.00
Total #37890								0.00	20,000.00	20,000.00
#37894										
Deposit	08/08/2023			15 head co...	Cattle O...		Worthington ...		30,000.00	30,000.00
Total #37894								0.00	30,000.00	30,000.00

Confidential

Page 6
 APP 0163
 AGRIDIME005908
 ACC008779 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#37896										
Deposit	08/10/2023			34 head co...	Cattle O...		Worthington ...		68,000.00	68,000.00
Total #37896								0.00	68,000.00	68,000.00
#37898										
General Journal	08/09/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #37898								0.00	2,000.00	2,000.00
#37899										
Deposit	08/08/2023	COL...		50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #37899								0.00	100,000.00	100,000.00
#37970										
Deposit	08/15/2023			7 head cont...	Cattle O...		Worthington ...		14,000.00	14,000.00
Total #37970								0.00	14,000.00	14,000.00
#38005										
Deposit	08/18/2023			2 head cont...	Cattle O...		Worthington ...		4,000.00	4,000.00
Total #38005								0.00	4,000.00	4,000.00
#38014										
Deposit	08/23/2023			2 head cont...	Cattle O...		Worthington ...		4,000.00	4,000.00
Total #38014								0.00	4,000.00	4,000.00
#38015										
Deposit	08/23/2023			3 head cont...	Cattle O...		Worthington ...		6,000.00	6,000.00
Total #38015								0.00	6,000.00	6,000.00
#38019										
General Journal	08/16/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #38019								0.00	6,000.00	6,000.00
#38124										
Deposit	08/24/2023			40 head co...	Cattle O...		Worthington ...		80,000.00	80,000.00
Total #38124								0.00	80,000.00	80,000.00
#38136										
General Journal	08/25/2023		Shopify	1 of 3	Cattle O...		Meat Sales		20,000.00	20,000.00
General Journal	08/29/2023		Shopify	2 of 3	Cattle O...		Meat Sales		21,000.00	41,000.00
General Journal	09/01/2023		Shopify	3 of 3	31 ...		Meat Sales		21,000.00	62,000.00
Total #38136								0.00	62,000.00	62,000.00

Confidential

Page 7
 APP 0164
 AGRIDIME005907
 ACC008780 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#38139										
General Journal	08/29/2023		Shopify	1 of 5	Cattle O...		Meat Sales		20,000.00	20,000.00
General Journal	08/31/2023		Shopify	2 of 5	Cattle O...		Meat Sales		20,000.00	40,000.00
Total #38139								0.00	40,000.00	40,000.00
#38159										
Deposit	08/31/2023			871 head c...	Cattle O...		Worthington ...		1,742,000.00	1,742,000.00
Total #38159								0.00	1,742,000.00	1,742,000.00
#38163										
General Journal	08/30/2023		Shopify	50 head co...	Cattle O...		Meat Sales		100,000.00	100,000.00
Total #38163								0.00	100,000.00	100,000.00
#38164										
General Journal	08/30/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #38164								0.00	10,000.00	10,000.00
#38195										
General Journal	09/05/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #38195								0.00	2,000.00	2,000.00
#4354										
Deposit	06/27/2023			ACH Charg...	Cattle O...		Worthington ...		4,600.00	4,600.00
Check	06/28/2023			Memo.AGR...	Cattle O...		Worthington ...	4,600.00		0.00
Total #4354								4,600.00	4,600.00	0.00
#4629										
Deposit	08/21/2023			Chargeback...	Cattle O...		Worthington ...		4,000.00	4,000.00
Total #4629								0.00	4,000.00	4,000.00
#5764										
Deposit	05/11/2023			50 head co...			Worthington ...		100,000.00	100,000.00
Total #5764								0.00	100,000.00	100,000.00
#5765										
Deposit	06/09/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #5765								0.00	100,000.00	100,000.00
#5766										
Deposit	07/10/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #5766								0.00	100,000.00	100,000.00

Confidential

Page 8
 APP 0165
 AGRIDIME05908
 ACC008781 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#5819										
General Journal	05/11/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #5819								0.00	10,000.00	10,000.00
#5820										
General Journal	06/03/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #5820			vas					0.00	10,000.00	10,000.00
#5821										
General Journal	07/07/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #5821								0.00	10,000.00	10,000.00
#5822										
General Journal	07/31/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #5822								0.00	10,000.00	10,000.00
#5823										
General Journal	08/24/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #5823			vas					0.00	10,000.00	10,000.00
#7089										
Deposit	05/08/2023			50 head co...			Worthington ...		100,000.00	100,000.00
Total #7089								0.00	100,000.00	100,000.00
#7230										
General Journal	05/31/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7230								0.00	6,000.00	6,000.00
#7265										
General Journal	05/05/2023		Shopify	6 of			Meat Sales		4,000.00	4,000.00
General Journal	05/06/2023		Shopify	7 of			Meat Sales		6,000.00	10,000.00
General Journal	05/07/2023		Shopify	8 of			Meat Sales		4,000.00	14,000.00
General Journal	05/09/2023		Shopify	9 of			Meat Sales		8,000.00	22,000.00
General Journal	05/16/2023		Shopify	10 of			Meat Sales		6,000.00	28,000.00
General Journal	05/25/2023		Shopify	11 of			Meat Sales		20,000.00	48,000.00
Total #7265								0.00	48,000.00	48,000.00
#7368										
Deposit	05/11/2023			50 head co...			Worthington ...		100,000.00	100,000.00
Total #7368								0.00	100,000.00	100,000.00

Confidential

Page 9
 APP 0166
 AGRIDIME005903
 ACC008782 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7381										
General Journal	06/08/2023		Shopify	7 head cont...	Cattle O...		Meat Sales		14,000.00	14,000.00
Total #7381								0.00	14,000.00	14,000.00
#7382										
General Journal	07/10/2023			7 head cont...	Cattle O...		Meat Sales		14,000.00	14,000.00
Total #7382								0.00	14,000.00	14,000.00
#7383										
General Journal	08/09/2023		Shopify	7 head cont...	Cattle O...		Meat Sales		14,000.00	14,000.00
Total #7383								0.00	14,000.00	14,000.00
#7410										
Deposit	05/05/2023			1 of 2			Worthington ...		40,000.00	40,000.00
Deposit	05/05/2023			2 of 2 50...			Worthington ...		60,000.00	100,000.00
Total #7410								0.00	100,000.00	100,000.00
#7417										
Deposit	05/25/2023			25 head co...	Cattle O...		Worthington ...		50,000.00	50,000.00
Total #7417								0.00	50,000.00	50,000.00
#7418										
General Journal	05/08/2023		Shopify	1 of 2			Meat Sales		10,000.00	10,000.00
General Journal	05/11/2023		Shopify	2 of 2 10 ...			Meat Sales		10,000.00	20,000.00
Total #7418								0.00	20,000.00	20,000.00
#7425										
General Journal	05/08/2023		Shopify	1 of 2			Meat Sales		8,000.00	8,000.00
General Journal	05/16/2023		Shopify	2 of 2 7 h...			Meat Sales		6,000.00	14,000.00
Total #7425								0.00	14,000.00	14,000.00
#7443										
Deposit	05/11/2023	COL...		75 head co...			Worthington ...		150,000.00	150,000.00
Total #7443								0.00	150,000.00	150,000.00
#7444										
Deposit	05/30/2023			1 of	Cattle O...		Worthington ...		3,600,000.00	3,600,000.00
Total #7444								0.00	3,600,000.00	3,600,000.00

Confidential

Page 10
 APP 016
 AGRIDIME005910
 ACC008783 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7450										
Deposit	05/15/2023		New Direction IRA	50 head co...			Worthington ...		100,000.00	100,000.00
Total #7450								0.00	100,000.00	100,000.00
#7451										
Deposit	05/08/2023	COL...		125 head c...			Worthington ...		250,000.00	250,000.00
Total #7451								0.00	250,000.00	250,000.00
#7452										
Deposit	05/11/2023			250 head c...			Worthington ...		500,000.00	500,000.00
Total #7452								0.00	500,000.00	500,000.00
#7453										
Deposit	05/19/2023			50 head co...			Worthington ...		100,000.00	100,000.00
Total #7453								0.00	100,000.00	100,000.00
#7454										
Deposit	06/20/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7454								0.00	20,000.00	20,000.00
#7455										
Deposit	06/20/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7455								0.00	20,000.00	20,000.00
#7456										
Deposit	06/20/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7456								0.00	20,000.00	20,000.00
#7458										
General Journal	05/05/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7458								0.00	10,000.00	10,000.00
#7462										
General Journal	05/05/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7462								0.00	2,000.00	2,000.00
#7463										
Deposit	05/05/2023			25 head co...			Worthington ...		50,000.00	50,000.00
Total #7463								0.00	50,000.00	50,000.00

Confidential

Page 11
 APP 0168
 AGRIDIME005911
 ACC008784 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7464										
Deposit	05/10/2023	COL...		75 head co...			Worthington ...		150,000.00	150,000.00
Total #7464								0.00	150,000.00	150,000.00
#7465										
Deposit	05/08/2023	COL...		162 head c...			Worthington ...		324,000.00	324,000.00
Total #7465								0.00	324,000.00	324,000.00
#7466										
General Journal	05/05/2023		Shopify	6 head cont...			Meat Sales		12,000.00	12,000.00
Total #7466								0.00	12,000.00	12,000.00
#7467										
General Journal	05/05/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7467								0.00	10,000.00	10,000.00
#7468										
General Journal	05/05/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7468								0.00	4,000.00	4,000.00
#7469										
General Journal	05/05/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7469								0.00	2,000.00	2,000.00
#7470										
General Journal	05/05/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7470								0.00	2,000.00	2,000.00
#7471										
General Journal	05/05/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7471								0.00	4,000.00	4,000.00
#7472										
General Journal	05/06/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7472								0.00	4,000.00	4,000.00
#7473										
General Journal	05/06/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7473								0.00	4,000.00	4,000.00

Confidential

Page 12
 APP 0169
 AGRIDIME005912
 ACC008785 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7474										
General Journal	05/06/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7474								0.00	6,000.00	6,000.00
#7475										
General Journal	05/07/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7475								0.00	2,000.00	2,000.00
#7476										
General Journal	05/07/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7476								0.00	2,000.00	2,000.00
#7477										
General Journal	05/07/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7477								0.00	10,000.00	10,000.00
#7478										
General Journal	05/08/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7478								0.00	10,000.00	10,000.00
#7479										
Deposit	05/10/2023			5 head cont...			Worthington ...		10,000.00	10,000.00
Total #7479								0.00	10,000.00	10,000.00
#7481										
Deposit	05/11/2023			25 head co...			Worthington ...		50,000.00	50,000.00
Total #7481								0.00	50,000.00	50,000.00
#7482										
Deposit	05/11/2023			9 head cont...			Worthington ...		18,000.00	18,000.00
Total #7482								0.00	18,000.00	18,000.00
#7483										
Deposit	05/09/2023			50 head co...			Worthington ...		100,000.00	100,000.00
Total #7483								0.00	100,000.00	100,000.00
#7484										
Deposit	05/11/2023	COL...		4 head cont...			Worthington ...		8,000.00	8,000.00
Total #7484								0.00	8,000.00	8,000.00

Confidential

Page 13
 AGRIDIME005943
 ACC008786 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7487										
Deposit	05/11/2023		e...	50 head co...			Worthington ...		100,000.00	100,000.00
Total #7487								0.00	100,000.00	100,000.00
#7488										
Deposit	05/11/2023			62.5 head c...			Worthington ...		125,000.00	125,000.00
Total #7488								0.00	125,000.00	125,000.00
#7489										
Deposit	05/10/2023			118 head c...			Worthington ...		236,000.00	236,000.00
Total #7489								0.00	236,000.00	236,000.00
#7490										
General Journal	05/11/2023		Shopify	9 head cont...			Meat Sales		18,000.00	18,000.00
Total #7490								0.00	18,000.00	18,000.00
#7491										
General Journal	05/10/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7491								0.00	10,000.00	10,000.00
#7492										
Deposit	05/10/2023			950 head c...			Worthington ...		1,900,000.00	1,900,000.00
Total #7492								0.00	1,900,000.00	1,900,000.00
#7494										
Deposit	05/12/2023			300 head c...			Worthington ...		600,000.00	600,000.00
Total #7494								0.00	600,000.00	600,000.00
#7495										
Deposit	05/16/2023	COL...		125 head c...			Worthington ...		250,000.00	250,000.00
Total #7495								0.00	250,000.00	250,000.00
#7496										
Deposit	05/10/2023			125 head c...			Worthington ...		250,000.00	250,000.00
Total #7496								0.00	250,000.00	250,000.00
#7497										
Deposit	05/11/2023			3 head cont...			Worthington ...		6,000.00	6,000.00
Total #7497								0.00	6,000.00	6,000.00

Confidential

Page 14
 APP 0171
 AGRIDIME05914
 ACC008787 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7498										
Deposit	05/12/2023			125 head c...			Worthington ...		250,000.00	250,000.00
Total #7498								0.00	250,000.00	250,000.00
#7499										
General Journal	05/09/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7499								0.00	2,000.00	2,000.00
#7500										
General Journal	05/09/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7500								0.00	2,000.00	2,000.00
#7502										
General Journal	05/10/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7502								0.00	2,000.00	2,000.00
#7503										
General Journal	05/09/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7503								0.00	4,000.00	4,000.00
#7504										
General Journal	05/09/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7504								0.00	4,000.00	4,000.00
#7505										
General Journal	05/09/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7505								0.00	4,000.00	4,000.00
#7506										
General Journal	05/09/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7506								0.00	6,000.00	6,000.00
#7507										
General Journal	05/09/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7507								0.00	6,000.00	6,000.00
#7508										
General Journal	05/10/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7508								0.00	6,000.00	6,000.00

Confidential

Page 15
 APP 0172
 AGRIDIME005915
 ACC008788 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7509										
General Journal	05/09/2023		Shopify	8 head cont...			Meat Sales		16,000.00	16,000.00
Total #7509								0.00	16,000.00	16,000.00
#7510										
Deposit	05/16/2023			1300 head ...			Worthington ...		2,600,000.00	2,600,000.00
Total #7510								0.00	2,600,000.00	2,600,000.00
#7511										
Deposit	05/12/2023			125 head c...			Worthington ...		250,000.00	250,000.00
Total #7511								0.00	250,000.00	250,000.00
#7512										
General Journal	05/10/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7512								0.00	2,000.00	2,000.00
#7513										
General Journal	05/10/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7513								0.00	2,000.00	2,000.00
#7514										
General Journal	05/11/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7514								0.00	2,000.00	2,000.00
#7515										
General Journal	05/10/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7515								0.00	6,000.00	6,000.00
#7516										
General Journal	05/17/2023		Shopify	1 of 2			Meat Sales		40,000.00	40,000.00
General Journal	05/18/2023		Shopify	2 of 2 50 ...			Meat Sales		60,000.00	100,000.00
Total #7516								0.00	100,000.00	100,000.00
#7517										
General Journal	05/11/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7517								0.00	6,000.00	6,000.00
#7518										
Deposit	05/17/2023			2 head cont...			Worthington ...		4,600.00	4,600.00
Total #7518								0.00	4,600.00	4,600.00

Confidential

Page 16
 APP 0173
 AGRIDIME005916
 ACC008789 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7519										
General Journal	05/11/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7519								0.00	2,000.00	2,000.00
#7520										
Deposit	05/19/2023			50 head co...			Worthington ...		100,000.00	100,000.00
Total #7520								0.00	100,000.00	100,000.00
#7521										
Deposit	05/15/2023			37 head co...			Worthington ...		74,000.00	74,000.00
Total #7521								0.00	74,000.00	74,000.00
#7525										
General Journal	05/16/2023		Shopify	15 head co...			Meat Sales		30,000.00	30,000.00
Total #7525								0.00	30,000.00	30,000.00
#7526										
Deposit	05/26/2023			25 head co...	Cattle O...		Worthington ...		50,000.00	50,000.00
Total #7526								0.00	50,000.00	50,000.00
#7528										
General Journal	05/12/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7528								0.00	2,000.00	2,000.00
#7529										
General Journal	05/14/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7529								0.00	2,000.00	2,000.00
#7530										
General Journal	05/14/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7530								0.00	2,000.00	2,000.00
#7531										
General Journal	05/15/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7531								0.00	2,000.00	2,000.00
#7532										
Deposit	05/16/2023			1 head cont...			Worthington ...		2,000.00	2,000.00
Total #7532								0.00	2,000.00	2,000.00

Confidential

Page 17
 APP 0174
 AGRIDIME005917
 ACC008790 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7533										
General Journal	05/15/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7533								0.00	2,000.00	2,000.00
#7534										
General Journal	05/13/2023		Shopify	6 head cont...			Meat Sales		12,000.00	12,000.00
Total #7534								0.00	12,000.00	12,000.00
#7535										
General Journal	05/14/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7535								0.00	4,000.00	4,000.00
#7536										
General Journal	05/14/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7536								0.00	4,000.00	4,000.00
#7537										
General Journal	05/15/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7537								0.00	4,000.00	4,000.00
#7538										
Deposit	05/23/2023			AGRIDIME ...			Worthington ...		30,000.00	30,000.00
Check	05/23/2023			ACH Charg...	Admin ...		Worthington ...	30,000.00		0.00
Total #7538								30,000.00	30,000.00	0.00
#7538										
Deposit	05/18/2023			15 head co...			Worthington ...		30,000.00	30,000.00
Total #7538								0.00	30,000.00	30,000.00
#7540										
Deposit	05/17/2023			25 head co...			Worthington ...		50,000.00	50,000.00
Total #7540								0.00	50,000.00	50,000.00
#7541										
Deposit	06/02/2023	COL...		50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7541								0.00	100,000.00	100,000.00
#7542										
Deposit	05/18/2023			10 head co...			Worthington ...		20,000.00	20,000.00
Total #7542								0.00	20,000.00	20,000.00

Confidential

Page 18
 APP 0175
 AGRIDIME005918
 ACC008791 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7543										
Deposit	05/18/2023		...	25 head co...			Worthington ...		50,000.00	50,000.00
Total #7543								0.00	50,000.00	50,000.00
#7544										
General Journal	05/15/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7544								0.00	4,000.00	4,000.00
#7545										
General Journal	05/15/2023		Shopify	1 of 2			Meat Sales		4,000.00	4,000.00
General Journal	05/16/2023		Shopify	2 of 2 3 h...			Meat Sales		2,000.00	6,000.00
Total #7545								0.00	6,000.00	6,000.00
#7546										
General Journal	05/15/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7546								0.00	10,000.00	10,000.00
#7547										
General Journal	05/16/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7547								0.00	10,000.00	10,000.00
#7548										
General Journal	05/16/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7548								0.00	10,000.00	10,000.00
#7549										
General Journal	05/17/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7549								0.00	10,000.00	10,000.00
#7550										
General Journal	05/15/2023		Shopify	4 head cont...			Meat Sales		8,000.00	8,000.00
Total #7550								0.00	8,000.00	8,000.00
#7551										
Deposit	05/25/2023			4 head cont...			Worthington ...		8,000.00	8,000.00
Total #7551								0.00	8,000.00	8,000.00
#7552										
General Journal	05/15/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7552								0.00	2,000.00	2,000.00

Confidential

Page 19
 APP 0176
 AGRIDIME005919
 ACC008792 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7553										
General Journal	05/16/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7553								0.00	2,000.00	2,000.00
#7554										
General Journal	05/16/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7554								0.00	2,000.00	2,000.00
#7555										
General Journal	05/17/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7555								0.00	2,000.00	2,000.00
#7556										
General Journal	05/16/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7556								0.00	4,000.00	4,000.00
#7557										
General Journal	05/16/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7557								0.00	6,000.00	6,000.00
#7558										
General Journal	05/16/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7558								0.00	10,000.00	10,000.00
#7559										
General Journal	05/17/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7559								0.00	10,000.00	10,000.00
#7560										
General Journal	05/18/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7560								0.00	10,000.00	10,000.00
#7561										
General Journal	05/18/2023		Shopify	6 head cont...			Meat Sales		12,000.00	12,000.00
Total #7561								0.00	12,000.00	12,000.00
#7562										
Deposit	05/19/2023	COL...		6 head cont...			Worthington ...		12,000.00	12,000.00
Total #7562								0.00	12,000.00	12,000.00

Confidential

Page 20
 APP 0177
 AGRIDIME005920
 ACC008793 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7563										
Deposit	06/05/2023			8 head cont...	Cattle O...		Worthington ...		16,000.00	16,000.00
Total #7563								0.00	16,000.00	16,000.00
#7565										
General Journal	05/18/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7565								0.00	2,000.00	2,000.00
#7566										
General Journal	05/18/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7566								0.00	4,000.00	4,000.00
#7567										
General Journal	05/19/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7567								0.00	2,000.00	2,000.00
#7568										
General Journal	05/19/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7568								0.00	2,000.00	2,000.00
#7569										
General Journal	05/19/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7569								0.00	6,000.00	6,000.00
#7570										
Deposit	05/22/2023			2 head cont...			Worthington ...		4,000.00	4,000.00
Total #7570								0.00	4,000.00	4,000.00
#7571										
Deposit	05/25/2023			150 head c...			Worthington ...		300,000.00	300,000.00
Total #7571								0.00	300,000.00	300,000.00
#7572										
Deposit	06/08/2023		ones ...	150 head c...	Cattle O...		Worthington ...		300,000.00	300,000.00
Total #7572								0.00	300,000.00	300,000.00
#7574										
General Journal	05/22/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7574								0.00	2,000.00	2,000.00

Confidential

Page 21
 APP 0178
 AGRIDIME005921
 ACC008794 EF-9585

3:39 PM
09/25/23
Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7577	General Journal	05/19/2023	Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7577								0.00	2,000.00	2,000.00
#7578	General Journal	05/20/2023	Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7578								0.00	2,000.00	2,000.00
#7579	General Journal	05/21/2023	Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7579								0.00	2,000.00	2,000.00
#7580	General Journal	05/22/2023	Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7580								0.00	2,000.00	2,000.00
#7581	General Journal	05/22/2023	Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7581								0.00	2,000.00	2,000.00
#7582	General Journal	05/20/2023	Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7582			amante					0.00	6,000.00	6,000.00
#7583	General Journal	05/22/2023	Shopify	4 head cont...			Meat Sales		8,000.00	8,000.00
Total #7583								0.00	8,000.00	8,000.00
#7584	General Journal	05/18/2023	Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7584								0.00	4,000.00	4,000.00
#7585	General Journal	05/22/2023	Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7585								0.00	10,000.00	10,000.00
#7586	General Journal	05/22/2023	Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7586								0.00	10,000.00	10,000.00

Confidential

Page 22
APP 0179
AGRIDIME005922
ACC008795 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7587										
General Journal	05/23/2023		Shopify	4 head cont...			Meat Sales		8,000.00	8,000.00
Total #7587								0.00	8,000.00	8,000.00
#7588										
General Journal	05/23/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7588								0.00	4,000.00	4,000.00
#7589										
General Journal	05/23/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7589								0.00	4,000.00	4,000.00
#7590										
General Journal	05/22/2023		Shopify	10 head co...			Meat Sales		20,000.00	20,000.00
Total #7590								0.00	20,000.00	20,000.00
#7591										
General Journal	05/23/2023		Shopify	10 head co...			Meat Sales		20,000.00	20,000.00
Total #7591								0.00	20,000.00	20,000.00
#7592										
General Journal	05/23/2023		Shopify	10 head co...			Meat Sales		20,000.00	20,000.00
Total #7592								0.00	20,000.00	20,000.00
#7593										
General Journal	05/25/2023		Shopify	9 head cont...			Meat Sales		18,000.00	18,000.00
Total #7593								0.00	18,000.00	18,000.00
#7594										
General Journal	05/23/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7594								0.00	2,000.00	2,000.00
#7595										
General Journal	05/23/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7595								0.00	2,000.00	2,000.00
#7596										
General Journal	05/24/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7596								0.00	2,000.00	2,000.00

Confidential

Page 23
 APP 0180
 AGRIDIME005923
 ACC008796 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7597										
General Journal	05/24/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7597								0.00	2,000.00	2,000.00
#7599										
General Journal	05/26/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7599								0.00	10,000.00	10,000.00
#7600										
General Journal	05/23/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7600								0.00	10,000.00	10,000.00
#7601										
General Journal	05/25/2023		Shopify	REFUNDED			Meat Sales		12,000.00	12,000.00
General Journal	06/09/2023		Shopify	REFUND (o...	Cattle O...		Meat Sales	12,000.00		0.00
Total #7601								12,000.00	12,000.00	0.00
#7602										
General Journal	05/23/2023		Shopify	2 head cont...			Meat Sales		4,000.00	4,000.00
Total #7602								0.00	4,000.00	4,000.00
#7603										
General Journal	05/24/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7603								0.00	2,000.00	2,000.00
#7604										
General Journal	05/24/2023		Shopify	3 head cont...			Meat Sales		6,000.00	6,000.00
Total #7604								0.00	6,000.00	6,000.00
#7606										
General Journal	05/25/2023		Shopify	5 head cont...			Meat Sales		10,000.00	10,000.00
Total #7606								0.00	10,000.00	10,000.00
#7607										
Deposit	05/02/2023			17 head co...	Cattle O...		Worthington ...		34,000.00	34,000.00
Total #7607								0.00	34,000.00	34,000.00
#7608										
Deposit	05/26/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7608								0.00	100,000.00	100,000.00

Confidential

Page 24
 APP 0181
 AGRIDIME05924
 ACC008797 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7609										
Deposit	05/26/2023			110 head c...	Cattle O...		Worthington ...		220,000.00	220,000.00
Total #7609								0.00	220,000.00	220,000.00
#7610										
General Journal	05/24/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7610								0.00	2,000.00	2,000.00
#7611										
General Journal	05/25/2023		Shopify	1 head cont...			Meat Sales		2,000.00	2,000.00
Total #7611								0.00	2,000.00	2,000.00
#7612										
Deposit	06/13/2023			60 head co...	Cattle O...		Worthington ...		120,000.00	120,000.00
Total #7612								0.00	120,000.00	120,000.00
#7614										
Deposit	05/31/2023			533 head c...	Cattle O...		Worthington ...		1,066,000.00	1,066,000.00
Total #7614			nsen					0.00	1,066,000.00	1,066,000.00
#7615										
Deposit	05/30/2023			24 head co...	Cattle O...		Worthington ...		48,000.00	48,000.00
Total #7615								0.00	48,000.00	48,000.00
#7616										
General Journal	05/26/2023		Shopify	4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #7616								0.00	8,000.00	8,000.00
#7617										
General Journal	05/27/2023		Shopify	6 head cont...	Cattle O...		Meat Sales		12,000.00	12,000.00
Total #7617								0.00	12,000.00	12,000.00
#7618										
General Journal	05/26/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7618								0.00	4,000.00	4,000.00
#7619										
General Journal	05/29/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7619								0.00	6,000.00	6,000.00

Confidential

Page 25
 APP 0182
 AGRIDIME005925
 ACC008798 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7620 [REDACTED]										
General Journal	05/26/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7620 [REDACTED]								0.00	2,000.00	2,000.00
#7621 [REDACTED] na										
General Journal	05/30/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7621 [REDACTED]								0.00	2,000.00	2,000.00
#7622 [REDACTED] r										
General Journal	05/30/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7622 [REDACTED]								0.00	2,000.00	2,000.00
#7622 [REDACTED]										
General Journal	05/30/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7622 [REDACTED]								0.00	2,000.00	2,000.00
#7623 [REDACTED]										
Deposit	05/31/2023		[REDACTED]	15 head co...	Cattle O...		Worthington ...		30,000.00	30,000.00
Total #7623 [REDACTED]								0.00	30,000.00	30,000.00
#7624 [REDACTED]										
Deposit	05/31/2023		[REDACTED]	50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7624 [REDACTED]								0.00	100,000.00	100,000.00
#7625 [REDACTED]										
General Journal	05/31/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7625 [REDACTED]								0.00	2,000.00	2,000.00
#7626 [REDACTED]										
General Journal	05/30/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7626 [REDACTED]								0.00	2,000.00	2,000.00
#7627 [REDACTED]										
General Journal	05/31/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7627 [REDACTED]								0.00	2,000.00	2,000.00
#7628 [REDACTED]										
General Journal	05/31/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7628 [REDACTED]								0.00	2,000.00	2,000.00

Confidential

Page 26
 APP 0183
 AGRIDIME005926
 ACC008799 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7629										
General Journal	05/30/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7629								0.00	4,000.00	4,000.00
#7631										
General Journal	05/31/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7631								0.00	6,000.00	6,000.00
#7632										
General Journal	06/07/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7632								0.00	6,000.00	6,000.00
#7635										
General Journal	06/01/2023		Shopify	25 head co...	Cattle O...		Meat Sales		50,000.00	50,000.00
Total #7635								0.00	50,000.00	50,000.00
#7636										
Deposit	06/01/2023			5 head cont...	Cattle O...		Worthington ...		10,000.00	10,000.00
Total #7636								0.00	10,000.00	10,000.00
#7637										
Deposit	05/26/2023			25 head co...	Cattle O...		Worthington ...		50,000.00	50,000.00
Total #7637								0.00	50,000.00	50,000.00
#7638										
General Journal	06/01/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7638								0.00	6,000.00	6,000.00
#7639										
General Journal	05/31/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7639								0.00	10,000.00	10,000.00
#7640										
General Journal	06/01/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7640								0.00	4,000.00	4,000.00
#7641										
General Journal	05/31/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7641								0.00	2,000.00	2,000.00

Confidential

Page 27
 APP 0184
 AGRIDIME005927
 ACC008800 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7642										
General Journal	06/01/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7642								0.00	2,000.00	2,000.00
#7644										
Deposit	06/07/2023		Stripe	15 head co...	Cattle O...		Worthington ...		30,000.00	30,000.00
Total #7644								0.00	30,000.00	30,000.00
#7646										
Deposit	06/02/2023			22 head co...	Cattle O...		Worthington ...		44,000.00	44,000.00
Total #7646								0.00	44,000.00	44,000.00
#7646										
General Journal	06/01/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7646								0.00	10,000.00	10,000.00
#7647										
Deposit	06/06/2023		Bart Hiller	350 head c...	Cattle O...		Worthington ...		700,000.00	700,000.00
Total #7647								0.00	700,000.00	700,000.00
#7648										
Deposit	06/02/2023			15 head co...	Cattle O...		Worthington ...		30,000.00	30,000.00
Total #7648								0.00	30,000.00	30,000.00
#7649										
General Journal	06/02/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7649								0.00	10,000.00	10,000.00
#7650										
General Journal	06/01/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7650								0.00	10,000.00	10,000.00
#7651										
General Journal	06/01/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7651								0.00	6,000.00	6,000.00
#7652										
General Journal	06/01/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7652								0.00	4,000.00	4,000.00

Confidential

Page 28
APP 0185
AGRIDIME005928
ACC008801 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7653										
General Journal	06/01/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7653								0.00	2,000.00	2,000.00
#7654										
General Journal	06/01/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7654								0.00	2,000.00	2,000.00
#7656										
General Journal	06/02/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7656								0.00	2,000.00	2,000.00
#7656										
Deposit	06/14/2023			1 head cont...	Cattle O...		Worthington ...		2,000.00	2,000.00
Total #7656								0.00	2,000.00	2,000.00
#7657										
Deposit	06/05/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7657								0.00	20,000.00	20,000.00
#7658										
General Journal	06/02/2023		Shopify	6 head cont...	Cattle O...		Meat Sales		12,000.00	12,000.00
Total #7658								0.00	12,000.00	12,000.00
#7659										
General Journal	06/02/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7659								0.00	10,000.00	10,000.00
#7660										
General Journal	06/02/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7660								0.00	4,000.00	4,000.00
#7661										
General Journal	06/02/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7661								0.00	2,000.00	2,000.00
#7662										
General Journal	06/02/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7662								0.00	2,000.00	2,000.00

Confidential

Page 29
 APP 0186
 AGRIDIME005928
 ACC008802 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7663										
General Journal	06/02/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7663								0.00	2,000.00	2,000.00
#7664										
General Journal	06/03/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7664								0.00	2,000.00	2,000.00
#7665										
General Journal	06/03/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7665								0.00	2,000.00	2,000.00
#7666										
General Journal	06/03/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7666								0.00	2,000.00	2,000.00
#7667										
General Journal	06/04/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7667								0.00	2,000.00	2,000.00
#7668										
General Journal	06/04/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7668								0.00	2,000.00	2,000.00
#7669										
General Journal	06/05/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7669								0.00	2,000.00	2,000.00
#7670										
General Journal	06/03/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7670								0.00	4,000.00	4,000.00
#7671										
General Journal	06/03/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7671								0.00	4,000.00	4,000.00
#7672										
General Journal	08/03/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7672								0.00	10,000.00	10,000.00

Confidential

Page 30
 APP 0187
 AGRIDIME005930
 ACC008803 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7673										
General Journal	06/05/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7673								0.00	10,000.00	10,000.00
#7674										
General Journal	06/05/2023		Shopify	10 head co...	Cattle O...		Meat Sales		20,000.00	20,000.00
Total #7674								0.00	20,000.00	20,000.00
#7675										
Deposit	06/07/2023			110 head c...	Cattle O...		Worthington ...		220,000.00	220,000.00
Total #7675								0.00	220,000.00	220,000.00
#7676										
Deposit	06/07/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7676								0.00	100,000.00	100,000.00
#7677										
Deposit	06/06/2023			2 head cont...	Cattle O...		Worthington ...		4,000.00	4,000.00
Total #7677								0.00	4,000.00	4,000.00
#7678										
General Journal	06/05/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7678								0.00	4,000.00	4,000.00
#7679										
General Journal	06/06/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7679								0.00	4,000.00	4,000.00
#7680										
General Journal	06/06/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7680								0.00	10,000.00	10,000.00
#7681										
General Journal	06/05/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7681								0.00	2,000.00	2,000.00
#7682										
General Journal	06/07/2023		Shopify	9 head cont...	Cattle O...		Meat Sales		18,000.00	18,000.00
Total #7682								0.00	18,000.00	18,000.00

Confidential

Page 31
 APP 0188
 AGRIDIME005531
 ACC008804 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7683										
General Journal	06/06/2023		Shopify	4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #7683								0.00	8,000.00	8,000.00
#7684										
Deposit	06/07/2023			75 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #7684								0.00	150,000.00	150,000.00
#7685										
Deposit	06/08/2023			125 head c...	Cattle O...		Worthington ...		250,000.00	250,000.00
Total #7685								0.00	250,000.00	250,000.00
#7686										
Deposit	06/20/2023			100 head c...	Cattle O...		Worthington ...		200,000.00	200,000.00
Total #7686								0.00	200,000.00	200,000.00
#7687										
General Journal	06/06/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7687								0.00	2,000.00	2,000.00
#7688										
General Journal	06/07/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7688								0.00	2,000.00	2,000.00
#7689										
General Journal	06/07/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7689								0.00	2,000.00	2,000.00
#7690										
General Journal	06/07/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7690								0.00	2,000.00	2,000.00
#7691										
General Journal	06/07/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7691								0.00	4,000.00	4,000.00
#7693										
General Journal	06/08/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7693								0.00	10,000.00	10,000.00

Confidential

Page 32
APP 0189
AGRIDIME005932
ACC008805 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7694										
General Journal	06/09/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7694								0.00	10,000.00	10,000.00
#7695										
General Journal	06/09/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7695								0.00	10,000.00	10,000.00
#7696										
Deposit	06/14/2023			6 head cont...	Cattle O...		Worthington ...		12,000.00	12,000.00
Total #7696								0.00	12,000.00	12,000.00
#7697										
Deposit	06/14/2023	COL...		250 head c...	Cattle O...		Worthington ...		500,000.00	500,000.00
Total #7697								0.00	500,000.00	500,000.00
#7698										
Deposit	06/13/2023	COL...		50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7698								0.00	100,000.00	100,000.00
#7699										
Deposit	07/18/2023	COL...		34 head co...	Cattle O...		Worthington ...		68,000.00	68,000.00
Total #7699								0.00	68,000.00	68,000.00
#7700										
General Journal	06/09/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7700								0.00	6,000.00	6,000.00
#7701										
General Journal	06/09/2023		Shopify	10 head co...	Cattle O...		Meat Sales		20,000.00	20,000.00
Total #7701								0.00	20,000.00	20,000.00
#7702										
Deposit	06/12/2023			30 head co...	Cattle O...		Worthington ...		60,000.00	60,000.00
Total #7702								0.00	60,000.00	60,000.00
#7703										
General Journal	06/09/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7703								0.00	2,000.00	2,000.00

Confidential

Page 33
 APR 01 2024
 AGRIDIME005933
 ACC008806 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7704										
General Journal	06/09/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7704								0.00	2,000.00	2,000.00
#7705										
General Journal	06/09/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7705								0.00	2,000.00	2,000.00
#7706										
General Journal	06/13/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7706								0.00	10,000.00	10,000.00
#7707										
General Journal	06/13/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7707								0.00	6,000.00	6,000.00
#7708										
General Journal	06/13/2023		Shopify	4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #7708								0.00	8,000.00	8,000.00
#7710										
Deposit	06/13/2023			1350 head ...	Cattle O...		Worthington ...		2,700,000.00	2,700,000.00
Total #7710								0.00	2,700,000.00	2,700,000.00
#7711										
Deposit	06/13/2023	COL...		50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7711								0.00	100,000.00	100,000.00
#7712										
Deposit	06/14/2023	COL...		91 head co...	Cattle O...		Worthington ...		182,000.00	182,000.00
Total #7712								0.00	182,000.00	182,000.00
#7713										
General Journal	06/10/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7713								0.00	2,000.00	2,000.00
#7714										
General Journal	06/10/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7714								0.00	2,000.00	2,000.00

Confidential

Page 34
 APP 0191
 AGRIDIME00594
 ACC008807 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7715										
General Journal	06/12/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7715								0.00	2,000.00	2,000.00
#7716										
Deposit	06/15/2023			100 head c...	Cattle O...		Worthington ...		200,000.00	200,000.00
Total #7716								0.00	200,000.00	200,000.00
#7718										
General Journal	06/09/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7718								0.00	6,000.00	6,000.00
#7719										
General Journal	06/09/2023		Shopify	7 head cont...	Cattle O...		Meat Sales		14,000.00	14,000.00
Total #7719								0.00	14,000.00	14,000.00
#7720										
General Journal	06/13/2023		Shopify	7 head cont...	Cattle O...		Meat Sales		14,000.00	14,000.00
Total #7720								0.00	14,000.00	14,000.00
#7722										
Deposit	06/15/2023			1 head cont...	Cattle O...		Worthington ...		2,000.00	2,000.00
Total #7722								0.00	2,000.00	2,000.00
#7723										
Deposit	06/15/2023			1 head cont...	Cattle O...		Worthington ...		2,000.00	2,000.00
Total #7723								0.00	2,000.00	2,000.00
#7724										
Deposit	06/15/2023	COL...		50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7724								0.00	100,000.00	100,000.00
#7725										
General Journal	06/12/2023		Shopify	5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7725								0.00	10,000.00	10,000.00
#7726										
General Journal	06/11/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7726								0.00	4,000.00	4,000.00

Confidential

Page 35
 APP 0192
 AGRIDIME005935
 ACC008808 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7727										
General Journal	06/11/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7727								0.00	4,000.00	4,000.00
#7728										
General Journal	06/13/2023		Shopify	3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7728								0.00	6,000.00	6,000.00
#7729										
General Journal	06/14/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7729								0.00	2,000.00	2,000.00
#7730										
Deposit	06/15/2023	COL...		25 head co...	Cattle O...		Worthington ...		50,000.00	50,000.00
Total #7730								0.00	50,000.00	50,000.00
#7731										
General Journal	06/15/2023			1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7731								0.00	2,000.00	2,000.00
#7732										
General Journal	06/05/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7732								0.00	2,000.00	2,000.00
#7735										
General Journal	06/15/2023			50 head co...	Cattle O...		Meat Sales		100,000.00	100,000.00
Total #7735								0.00	100,000.00	100,000.00
#7736										
Deposit	06/22/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7736								0.00	100,000.00	100,000.00
#7737										
General Journal	06/14/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7737								0.00	4,000.00	4,000.00
#7738										
General Journal	06/15/2023		Shopify	2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7738								0.00	4,000.00	4,000.00

Confidential

Page 36
 APP 0193
 AGRIDIME005936
 ACC008809 EF-9585

3:39 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7739										
General Journal	06/15/2023			4 head cont...	Cattle O...		Meat Sales		8,000.00	8,000.00
Total #7739								0.00	8,000.00	8,000.00
#7741										
Deposit	06/20/2023			1 head cont...	Cattle O...		Worthington ...		2,000.00	2,000.00
Total #7741								0.00	2,000.00	2,000.00
#7742										
General Journal	06/15/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7742								0.00	2,000.00	2,000.00
#7743										
General Journal	06/15/2023		Shopify	1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7743								0.00	2,000.00	2,000.00
#7745										
Deposit	06/23/2023			75 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #7745								0.00	150,000.00	150,000.00
#7746										
Deposit	06/20/2023			100 head c...	Cattle O...		Worthington ...		200,000.00	200,000.00
Total #7746								0.00	200,000.00	200,000.00
#7748										
Deposit	06/21/2023			25 head co...	Cattle O...		Worthington ...		50,000.00	50,000.00
Total #7748								0.00	50,000.00	50,000.00
#7749										
Deposit	06/22/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7749								0.00	100,000.00	100,000.00
#7752										
Deposit	06/28/2023			3 head cont...	Cattle O...		Worthington ...		6,000.00	6,000.00
Total #7752								0.00	6,000.00	6,000.00
#7754										
Deposit	06/22/2023			75 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #7754								0.00	150,000.00	150,000.00

Confidential

Page 37
 APP 0194
 AGRIDIME005937
 ACC008810 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7755										
General Journal	07/10/2023			25 head co...	Cattle O...		Meat Sales		50,000.00	50,000.00
Total #7755								0.00	50,000.00	50,000.00
#7756										
General Journal	07/05/2023			9 head cont...	Cattle O...		Meat Sales		18,000.00	18,000.00
Total #7756								0.00	18,000.00	18,000.00
#7757										
Deposit	06/30/2023	COL...		11 head co...	Cattle O...		Worthington ...		22,000.00	22,000.00
Total #7757								0.00	22,000.00	22,000.00
#7758										
General Journal	06/22/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7758								0.00	10,000.00	10,000.00
#7759										
General Journal	06/23/2023			2 head cont...	Cattle O...		Meat Sales		4,000.00	4,000.00
Total #7759								0.00	4,000.00	4,000.00
#7760										
Deposit	06/30/2023			100 head c...	Cattle O...		Worthington ...		200,000.00	200,000.00
Total #7760								0.00	200,000.00	200,000.00
#7761										
Deposit	06/28/2023			50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7761								0.00	100,000.00	100,000.00
#7762										
General Journal	06/27/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7762								0.00	10,000.00	10,000.00
#7763										
General Journal	06/27/2023			1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7763								0.00	2,000.00	2,000.00
#7764										
General Journal	06/27/2023			1 head cont...	Cattle O...		Meat Sales		2,000.00	2,000.00
Total #7764								0.00	2,000.00	2,000.00

Confidential

Page 38
 APP 0195
 AGRIDIME005938
 ACC008811 EF-9585

3:38 PM

09/25/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7770										
Deposit	07/11/2023		...	50 head co...	Cattle O...		Worthington ...		100,000.00	100,000.00
Total #7770								0.00	100,000.00	100,000.00
#7771										
Deposit	06/28/2023			75 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #7771								0.00	150,000.00	150,000.00
#7772										
Deposit	06/30/2023	COL...		14 head co...	Cattle O...		Worthington ...		28,000.00	28,000.00
Total #7772								0.00	28,000.00	28,000.00
#7773										
Deposit	07/05/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7773								0.00	20,000.00	20,000.00
#7774										
Deposit	06/30/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7774								0.00	20,000.00	20,000.00
#7776										
Deposit	07/06/2023		...	3 head cont...	Cattle O...		Worthington ...		6,000.00	6,000.00
Total #7776								0.00	6,000.00	6,000.00
#7778										
Deposit	06/30/2023			100 head c...	Cattle O...		Worthington ...		200,000.00	200,000.00
Total #7778								0.00	200,000.00	200,000.00
#7780										
Deposit	07/07/2023			5 head cont...	Cattle O...		Worthington ...		10,000.00	10,000.00
Total #7780								0.00	10,000.00	10,000.00
#7781										
Deposit	07/07/2023			85 head co...	Cattle O...		Worthington ...		170,000.00	170,000.00
Total #7781								0.00	170,000.00	170,000.00
#7782 The										
Deposit	07/03/2023		...	105 head c...	Cattle O...		Worthington ...		210,000.00	210,000.00
Total #7782								0.00	210,000.00	210,000.00

Confidential

Page 39
 APP 0196
 AGRIDIME005938
 ACC008812 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
 May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7783										
Deposit	07/03/2023		...	64 head co...	Cattle O...		Worthington ...		128,000.00	128,000.00
Total #7783								0.00	128,000.00	128,000.00
#7785										
General Journal	07/05/2023			5 head cont...	Cattle O...		Meat Sales		10,000.00	10,000.00
Total #7785								0.00	10,000.00	10,000.00
#7786										
Deposit	07/13/2023			20 head co...	Cattle O...		Worthington ...		40,000.00	40,000.00
Total #7786								0.00	40,000.00	40,000.00
#7787										
Deposit	07/03/2023			10 head co...	Cattle O...		Worthington ...		20,000.00	20,000.00
Total #7787								0.00	20,000.00	20,000.00
#7789										
General Journal	07/05/2023			30 head co...	Cattle O...		Meat Sales		60,000.00	60,000.00
Total #7789								0.00	60,000.00	60,000.00
#7790										
Deposit	07/06/2023			7 head cont...	Cattle O...		Worthington ...		14,000.00	14,000.00
Total #7790								0.00	14,000.00	14,000.00
#7791										
Deposit	07/10/2023		...	12 head co...	Cattle O...		Worthington ...		24,000.00	24,000.00
Total #7791								0.00	24,000.00	24,000.00
#7792										
General Journal	07/07/2023			3 head cont...	Cattle O...		Meat Sales		6,000.00	6,000.00
Total #7792								0.00	6,000.00	6,000.00
#7793										
Deposit	07/11/2023			125 head c...	Cattle O...		Worthington ...		250,000.00	250,000.00
Total #7793								0.00	250,000.00	250,000.00
#7794										
Deposit	07/07/2023			90 head co...	Cattle O...		Worthington ...		180,000.00	180,000.00
Total #7794								0.00	180,000.00	180,000.00

Confidential

Page 40
 APP 0197
 AGRIDIME005940
 ACC008813 EF-9585

3:39 PM

09/26/23

Accrual Basis

Agridime LLC
Transaction Detail by Account
May 5 through September 5, 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
#7796										
Deposit	07/11/2023	COL...		75 head co...	Cattle O...		Worthington ...		150,000.00	150,000.00
Total #7796								0.00	150,000.00	150,000.00
#7797										
Deposit	07/06/2023			17 head co...	Cattle O...		Worthington ...		34,000.00	34,000.00
Total #7797								0.00	34,000.00	34,000.00
Total Livestock Contract Sales								167,600.00	30,836,200.00	30,668,600.00
TOTAL								167,600.00	30,836,200.00	30,668,600.00

Confidential

Page 41
APR 01 2024
AGRIDIME005947
ACC008814 EF-9585

DocuSign Envelope ID: AC765460-D2A4-4E59-A8FE-5EA78F49069F

**Agridime**

Fort Worth, TX

Phone

Fax

Cattle@agridime.com

LIVESTOCK CONTRACT #7615

This Contract entered into on **May 31st, 2023** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
24	Steers And/Or Heifers	Home raised calves, Angus Based	1,300-1,500	\$2,400 per head	Freight on Buyer- Hope, KS and/or Satanta, KS: May 31st, 2023 to June 10th, 2024

CONTRACT TERMS: [REDACTED] agrees to purchase twenty-four steers and/or heifers for \$2,000 per steer or heifer (\$48,000 total). Agridime agrees to pay 20% per year profit on those cattle. Guaranteed yearly profits of 20%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

DocuSigned by:
Signature: [REDACTED]
Seller: [REDACTED] E4C010488
Accepted By: [REDACTED]
Date accepted: 5/30/2023

DocuSigned by:
Signature: Josh Link
Buyer: Agridime LLC
Accepted By: Josh Link
Date accepted: 5/30/2023

CONFIDENTIAL

AGRIDIME005942

APP 0199

ACC008815 EF-9585

DocuSign Envelope ID: 15C29AAF-09DE-41EB-8C70-188D59438B61

**Agridime**

Fort Worth, TX [REDACTED]

Phone [REDACTED]

Fax [REDACTED]

Cattle@agridime.com

LIVESTOCK CONTRACT #7741

This Contract entered into on **June 15th, 2023** by and between [REDACTED] hereinafter called Seller, and **Agridime Of Fort Worth, TX** hereinafter called Buyer. The Seller agrees to sell and Agridime (the "Buyer") agrees to purchase from the Seller the below described cattle in accordance with the preceding terms and conditions, which are legally binding on the Seller and Buyer. Agridime is licensed and bonded in accordance with the USDA. All cattle are insured for death loss. In the event of death, Agridime will replace any lost cattle and maintain the guaranteed return set forth below.

Number of Head	Sex	Breed, Sire & Dam Breakdown or Color	Base Wt (lbs)	Price	Delivery Schedule And Dates
1	Steer And/Or Heifer	Home raised calves, Angus Based	1,300-1,500	\$2,300 per head	Freight on Buyer- Hope, KS and/or Satanta, KS: June 15th, 2023 to June 25th, 2024

CONTRACT TERMS: [REDACTED] agrees to purchase one steer and/or heifer for \$2,000 per steer or heifer (\$2,000 total). Agridime agrees to pay 15% per year profit on those cattle. Guaranteed yearly profits of 15%. Contract to be paid 7-10 business days after the final date set forth in the above delivery schedule. Payment to be made by Agridime via electronic funds transfer. Contract terms are payable 12 months post the date set forth in this contract, or upon receipt of funds from the aforementioned "seller".

DocuSigned by:
 Signature: [REDACTED]
 Seller: [REDACTED]
 Accepted By: [REDACTED]
 Date accepted: 6/15/2023

DocuSigned by:
 Signature: Josh Link
 Buyer: Agridime LLC
 Accepted By: Josh Link
 Date accepted: 6/15/2023

CONFIDENTIAL

AGRIDIME005943

APP 0200

ACC008816 EF-9585

EXHIBIT E-5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

BEFORE THE ARIZONA
CORPORATION COMMISSION
SECURITIES DIVISION

IN THE MATTER OF THE) FILE NO. EF-9585
INVESTIGATION OF:)
)
AGRIDIME, LLC)
)

EXAMINATION UNDER OATH OF JOSHUA LINK

Phoenix, Arizona
August 2, 2023
10:06 a.m.

Glennie Reporting Services, LLC Prepared by:
1555 East Orangewood Avenue Andres Efren Anaya, RPR
Phoenix, Arizona 85020 CR No. 50964

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JOSHUA LINK - 08/02/2023

1 INDEX TO EXAMINATIONS

2 Witness Page

3 JOSHUA LINK

4 EXAMINATION BY MS. ANDERSEN: 6

5

6 INDEX TO EXHIBITS

7 No. Description Marked/Identified

8 Exhibit 1 Sample LIVESTOCK CONTRACT# 31
7124771

9

10 Exhibit 2 Agridime LLC Profit & Loss 49
Accrual Basis January 1, 2021
through May 4, 2023
11 AGRIDIME000008, ACC000025
AGRIDIME000014, ACC000031

12

13 Exhibit 3 Agridime LLC Balance Sheet 54
Accrual Basis As of May 4,
2023
14 AGRIDIME000006, ACC000023
AGRIDIME000007, ACC000024

15

16 Exhibit 4 Customer/Contract List 64
5/17/2022 through 5/18/2023
17 AGRIDIME000001, ACC000018
AGRIDIME000005, ACC00002218 Exhibit 5 Agridime LLC Journal 63
January through May 2023
19 AGRIDIME002876, ACC00289320 Exhibit 6 Agridime LLC Journal 64
January through May 2023
21 AGRIDIME003413, ACC00343022 Exhibit 7 Agridime LLC Journal 65
October through December 2022
23 AGRIDIME002774, ACC00279124 Exhibit 8 Agridime LLC Journal 65
January through December 2021
25 AGRIDIME000647, ACC000664GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 INDEX TO EXHIBITS

2 No. Description Marked/Identified

3 Exhibit 9 Agridime LLC Journal 66

January through December 2021

4 AGRIDIME000638, ACC000655

5 Exhibit 10 Agridime, LLC Schedule K-1 67

(Form 1065) 2021

6 AGRIDIME004505, ACC004639

7 Exhibit 11 Agridime, LLC Form 1065 for 68

2020 and 2021

8 AGRIDIME004455, ACC004589

9 AGRIDIME004499, ACC004633

10 Exhibit 12 Agridime LLC General Ledger 71

Accrual Basis As of May 4,

2023

11 AGRIDIME003767, ACC003784

12 AGRIDIME004404, ACC004421

13 Exhibit 13 Agridime LLC General Ledger 74

Accrual Basis As of May 4,

2023

14 AGRIDIME004408, ACC004425

15 AGRIDIME004411, ACC004428

16 Exhibit 14 Agridime LLC Balance Sheet - 54

2023 As of March 31, 2023

17 ACC004520-ACC004522

18 Exhibit 15 Agridime LLC Bank Statement 86

for account ending in 2742

19 6/30/2023 statement

ACC005571-ACC005578

20

21

22

23

24

25

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0204

1 EXAMINATION UNDER OATH OF JOSHUA LINK,
2 taken on August 2, 2023, commencing at 10:06 a.m., at the
3 Arizona Corporation Commission, Securities Division, 1300
4 West Washington Street, Third Floor, Phoenix, Arizona,
5 before Andres Efren Anaya, Certified Reporter No.
6 50964.

7
8 APPEARANCES:

9 For the Securities Division:

10 BY: Sasha Andersen, Enforcement Attorney
11 Cody Turley, Chief Accountant
12 Jordan Freiburg, Investigator
13 Securities Division
1300 West Washington Street, Third Floor
Phoenix, Arizona 85007-2996

14 FOR THE RESPONDENT:

15 BY: Cory L. Braddock, Esq.
16 Zachary Schroeder, Esq.
17 SNELL & WILMER
18 One East Washington Street #2700
Phoenix, AZ 85004
(602) 382-6336
Cbraddock@swlaw.com

19
20
21
22
23
24
25

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 MS. ANDERSEN: This is part of an inquiry by
2 the Securities Division of the Arizona Corporation
3 Commission in the matter of Agridime, LLC, enforcement
4 file number 9585, in order to determine if there has been
5 full compliance with the Securities Act of Arizona and/or
6 the Arizona Investment Management Act. The information
7 obtained today may reveal violations of statutes outside
8 of these two acts.

9 Persons present for the Division are myself,
10 Sasha Andersen, Enforcement Counsel for the Division;
11 Cody Turley, Chief Accountant for the Division; and
12 Jordan Freiburg, Investigator for the Division.

13 And I will let everyone else introduce
14 themselves for the record. I want to start with you,
15 Mr. Link.

16 THE WITNESS: Josh Link.

17 MR. BRADDOCK: And Josh Link is with
18 Agridime.

19 I'm Cory Braddock with Snell & Wilmer,
20 counsel for Agridime.

21 MR. SCHROEDER: And I'm Zach Schroeder of
22 Snell and Wilmer, counsel for Agridime.

23 MR. BRADDOCK: That may be the first time
24 you've spoken in a deposition.

25 MR. SCHROEDER: No.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 MR. BRADDOCK: Okay.

2 MS. ANDERSEN: Will you administer the oath,
3 please, when you're ready.

4

5 JOSHUA LINK,
6 called as a witness herein, having been first duly sworn,
7 was examined and testified as follows:

8

9 EXAMINATION

10 BY MS. ANDERSEN:

11 Q. Mr. Link, you have the right to refuse to
12 answer any questions if you think the answer may tend to
13 incriminate you. You have the right to refuse to produce
14 any private papers that you feel may tend to incriminate
15 you. You do not have the right to refuse to produce
16 corporate papers based upon any claim of
17 self-incrimination.

18 The reporter will go off the record at my
19 direction. If you or your attorneys would like to go off
20 the record, tell me and I will try to accommodate you.

21 The reporter will note for the record each time
22 you consult with your attorney before answering. This is
23 done to ensure an accurate record.

24 Because your testimony is being recorded by a
25 reporter, please respond verbally as opposed to nodding

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 or shaking your head. Also let me finish asking you a
2 question before you answer so two people will not be
3 speaking at once?

4 If you don't hear a question or don't
5 understand a question, say so and the reporter will
6 repeat it or I will explain the question further.

7 You are under oath. So any false statements
8 you make may be criminally prosecuted as perjury. Do you
9 understand what I have explained to you today?

10 A. Yes, ma'am.

11 Q. Are you on any medication today or under any
12 physical disability that might interfere with your
13 ability to answer questions?

14 A. No, ma'am.

15 Q. Please state your full name for the record.

16 A. Joshua Link.

17 Q. Have you ever used any other name?

18 A. No, ma'am.

19 Q. What is your home address?

20 A. 2957 East Franklin Avenue, Gilbert, Arizona.

21 Q. What -- how long have you resided there?

22 A. I don't know exactly off the top of my head for
23 the exact date, but a couple years. My wife and I go
24 back and forth between a residence here, and in Kansas
25 where our ranches are at.

1 Q. What's your address in Kansas?

2 A. 620 West Main Street. Herington, Kansas.

3 Q. Do you know the ZIP code?

4 A. I do -- not off the top of my head. I could
5 guess at it.

6 Q. And what is your home telephone number?

7 A. I just have my mobile.

8 Q. What is that?

9 A. (309) 351-9860.

10 Q. Please state your work history for the past ten
11 years.

12 A. Past ten years. I -- I guess that'd be back --
13 I'm 29 right now. So that would be since I was 19.

14 I worked at O'Brien Steel Service as a inside
15 sales representative and I also did electronic data
16 integration. And after that, I did consulting out here
17 in Scottsdale, actually for a data solutions company.

18 We did big data architecture and electronic
19 data integration for Fortune 100 to Fortune 500
20 companies.

21 And after that, launched Agridime. And I've
22 always done freelance web development as well since, you
23 know, for my entire work -- work history. And yeah, I've
24 been doing Agridime ever since.

25 Q. Tell me what you mean by you launched Agridime.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 A. My business partner and I cofounded Agridime.

2 And --

3 THE REPORTER: I'm sorry. Can you say that
4 again. Your business partner and you --

5 THE WITNESS: My business partner and I.

6 THE REPORTER: Did you say the name?

7 THE WITNESS: No.

8 MS. ANDERSEN:

9 Q. Why don't you go ahead and say their name.

10 A. Sure. Jed Wood.

11 Q. All right. Please continue.

12 A. Yes. My business partner and I founded
13 Agridime together.

14 MS. ANDERSEN: Do you need clarification or
15 spelling of the name?

16 THE REPORTER: No, thank you.

17 BY MS. ANDERSEN:

18 Q. What is your educational history?

19 A. I graduated high school, and went to a semester
20 of college at Joliet Junior College.

21 And I also went off and on for about a year and
22 a half to Illinois Central College.

23 Q. I'm going to ask you to confirm the last four
24 digits of your Social Security number. However, under
25 the federal right to privacy act, you are not obligated

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 to answer. If you do answer, the information will only
2 be used for identification purposes.

3 Are the last four digits of your Social
4 Security number 0269?

5 A. Yes, ma'am.

6 Q. Are you a registered securities broker or
7 dealer?

8 A. No.

9 Q. Are you a securities salesman?

10 A. No, ma'am.

11 Q. Are you a registered investment advisor?

12 A. No, ma'am.

13 Q. Do you hold any state licenses other than a
14 driver's license?

15 A. Not to my knowledge.

16 Q. Have you given any prior testimony in
17 connection with Agridime?

18 A. No, ma'am, not to my knowledge.

19 Q. Are you connected to any other businesses?

20 MR. BRADDOCK: Objection. Form.

21 THE WITNESS: Do I --

22 MR. BRADDOCK: Yeah, you can -- you can
23 still answer if you understand it.

24 THE WITNESS: Can you clarify?

25

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 BY MS. ANDERSEN:

2 Q. Sure. Do you work for any other businesses?

3 A. No, ma'am.

4 Q. Do you own any other businesses?

5 A. Technically, my web development company, which
6 is basically just freelancing web development that my
7 wife and I do for folks that -- you know, it could be a
8 roofing company, or a -- a septic tank company that, you
9 know, wants a -- a website. But other than that,
10 nothing.

11 Q. What is the name of your web development
12 company?

13 A. JJMDA Media.

14 Q. N as in Nancy?

15 A. M as in Mary.

16 Q. M as in Mary. Thank you.

17 Are you an officer or director of any other
18 business?

19 A. No, ma'am.

20 Q. Have you taken any courses in investments?

21 A. No, ma'am.

22 Q. Have you ever been arrested?

23 A. Yes, ma'am.

24 Q. What was that for?

25 A. DUI.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 Q. Do you know around when?

2 A. Just guessing, 2019 and 2017.

3 Q. Have you ever been indicted?

4 A. Not to my knowledge.

5 Q. Were you ever convicted of a crime other than a
6 minor traffic offense?

7 A. Not to my knowledge.

8 Q. Have you ever been the defendant in a civil
9 lawsuit?

10 A. Not to my knowledge.

11 Q. Have you ever been the subject of an
12 investigation by any government agency?

13 A. No, ma'am.

14 Q. What is your date of birth?

15 A. 10/13/1993.

16 Q. What is your place of birth?

17 A. Joplin, Missouri.

18 Q. So you say Missouri?

19 A. Yeah. My -- my mother is a speech therapist,
20 so she -- she made sure I got it right. She's, like,
21 you're from the "Show-Me State," you're going to
22 pronounce it right, too.

23 Q. What is your marital status?

24 A. Married.

25 Q. And your spouse's name?

1 A. Tia Link.

2 Q. How long have you been married?

3 A. Almost five years.

4 Q. What vehicles do you own?

5 A. A Volkswagen Atlas and a -- a Ford Fusion, and

6 a Ford Flex. Just got that. And that's all that we

7 personally own.

8 Q. Have you ever filed for bankruptcy?

9 A. No, ma'am.

10 Q. What is your role at Agridime?

11 A. I'm the executive director.

12 Q. What does that mean? What does your day-to-day

13 look like?

14 A. Well, I always say executive director because I

15 hate to say CEO, but technically that would be my title.

16 And I oversee all of our sales and all of our business

17 operations, kind of boots on the ground operations. Yes.

18 Q. Do you have decision-making authority at

19 Agridime?

20 A. Yes, ma'am.

21 Q. So what does Agridime do?

22 A. We are a -- Agridime's an end-to-end beef

23 supply chain company.

24 Q. Say more.

25 A. Yes. So we manage every aspect of the beef

1 supply chain, all the way from producer, you know, cow
2 calf operations, all the way to selling beef. Our -- our
3 online store is -- is kind of -- kind of our flagship
4 station and, you know, the end point of that supply chain
5 there. And so I like to say we're end-to-end beef supply
6 chain, producer all the way to plate.

7 Q. Explain what producer means.

8 A. A -- someone who's raising cattle, someone who
9 is actively farming or ranching. They've got a cow herd,
10 and -- somewhere in the United States.

11 Q. How does Agridime make money?

12 A. We buy and sell cattle and -- as well as meat.

13 Q. What's the difference? Tell me what buying and
14 selling cattle versus meat means.

15 A. Certainly. So we -- we got multiple kind of
16 facets of our business.

17 We contract cattle to large packers, and raise
18 them, feed them all the way to finish. And then we also
19 have our -- our end-to-end beef supply chain, as I
20 mentioned there. We're -- we've got a retail program
21 where we're processing cattle, and then selling the beef
22 from those cattle.

23 Q. Does Agridime obtain all that beef from its own
24 supply line?

25 A. Yes. The majority of it. I would say

1 99 percent. A lot of our -- our beef is fully end to
2 end. But the chicken and the pork, we're still getting
3 up and going. So we outsource a lot of that.

4 Q. How many employees does Agridime have?

5 A. Just guessing -- we've -- we've grown real
6 quickly, over the last few years especially -- we're --
7 we're over 50 now, so.

8 Q. Tell me more about growing quickly.

9 A. Sure thing. Well, we -- with the dawn of
10 COVID, you know, it obviously changed a lot of
11 industries. But it really changed our industry
12 especially being so closely tied to the cold chain,
13 and -- and with the -- the very weak cold chain
14 distribution that the United States had, especially going
15 into COVID, we -- we had been working on building our
16 supply chains up until that point and we have really good
17 nationwide distribution. We've got a warehouse here in
18 Gilbert, Arizona, warehouse in Herington, Kansas, and
19 another one in Fort Worth, Texas.

20 And so coming into COVID we were really poised
21 for being able to distribute our product well and really
22 kind of cap off the end part of that supply chain that I
23 was talking about there. And, you know, amidst all of
24 the massive supply chain woes that were going on during
25 that time, our company was very -- very poised with

1 our -- our supply chains to be able to scale very
2 efficiently. And we've got a very good team behind us.
3 But I -- I really, you know, hang our hat on our -- our
4 beef program and our meat program and how well we've been
5 able to distribute that product.

6 Q. Is the beef program, is that the retail
7 business selling through the website?

8 A. Yes. And -- and we also have -- we sell a lot
9 of wholesale product to, you know, distributors like a --
10 a Ben E. Keith or a Sysco, and also we sell to grocers,
11 kind of small, mid-sized grocers are kind of our bread and
12 butter.

13 Q. Does Agridime raise all of the cattle itself?

14 A. We do raise some, you know, where our employees
15 are directly overseeing. We also have a lot of leases
16 with what I call farmer feeders or, you know, those cow
17 calf-type producers where -- where they take care of the
18 animals they're best suited for because they're the --
19 the stewards of the land already.

20 So we do work with a lot of farmers too.

21 Q. Are those leases specifically for the land?

22 A. Specifically for the land, and then also the
23 care of the animals is included in a lot of those leases
24 also.

25 Plus there's -- I guess there's the aspect of

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 custom feed yards that we work with as well where -- a
2 common thing in our -- our industry is custom feeding
3 with -- with feed yards where you send them cattle and
4 they care for them and feed them until they're ready for
5 market.

6 Q. Are those also land leases?

7 A. Those are not leases; those are just custom
8 feeding agreements.

9 Q. So kind of like contractors?

10 A. Yeah. Yeah, that would be probably a good way
11 to put it.

12 Q. Where does Agridime find contractors or other
13 producers?

14 A. Mainly word-of-mouth. Also online, we -- we
15 have a pretty good presence. And with, you know, how
16 effective online advertising is nowadays too, I know a
17 lot of folks find us through ads and then going to our
18 website.

19 Q. What are the criteria for a contractor to join
20 Agridime or supply Agridime?

21 MR. BRADDOCK: Form.

22 Go ahead.

23 THE WITNESS: Really just for -- for
24 somebody to -- if we're going to lease land with
25 somebody, or -- or they're going to custom-feed cattle

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 for us, we vet them very hard. You know, because that's
2 how this process is. We're very, very detailed and
3 extraneous about who we work with because we want to make
4 sure that the cattle are getting the optimum care, that
5 the land is being regenerated, that -- that we're truly
6 giving back to the earth with our supply chain and making
7 the world a better place and being able to feed as many
8 people as possible.

9 So a lot goes into somebody who is a -- you
10 know, I would call them almost more of a partner with us.
11 And, you know, we -- we have -- we have to have the same
12 values and terms of caring for the land as -- as really
13 something that is a huge deal for us.

14 BY MS. ANDERSEN:

15 Q. How much does Agridime pay, say, the custom
16 feeding operations?

17 MR. BRADDOCK: Form.

18 You -- you can answer. Yeah.

19 THE WITNESS: Okay. It varies very
20 respectively depending on -- on a wide range of factors.

21 BY MS. ANDERSEN:

22 Q. Can you give me an example.

23 A. Yeah. Maybe the size of the animal when it
24 goes on feed, or even the time of the year can have a lot
25 to do with it. Also the -- the ration to even -- you

1 know, whether it's our people that -- that are taking
2 care of the animal or a custom feeder,
3 there's different -- if we do it ourselves, it's a lot
4 cheaper. So it's a number of factors.

5 Q. So what is the average cost of an outside
6 custom feeder?

7 MR. BRADDOCK: Objection, form.

8 THE WITNESS: Once again, it's just a
9 super-wide range there. It really just depends on how
10 long they're on -- on feed, how -- how old the -- the
11 animal is when it goes on feed.

12 BY MS. ANDERSEN:

13 Q. So how does Agridime budget for these costs?

14 A. That's part of -- kind of how -- the reason why
15 we have set up the supply chain like we have, it allows
16 us to be very efficient with how we manage these costs.
17 And we -- we have a very good idea of what it costs for
18 us to take an animal from -- from kind of birth all the
19 way to finish. And we know that if we can purchase
20 animals at the right spot in the supply chain, that
21 really we can -- we can keep that cost as low as
22 possible. So it really just depends on a lot of seasonal
23 factors.

24 Q. Okay. So you said you -- Agridime has a very
25 good idea of how much it costs to raise an animal.

1 What is that cost?

2 A. Once again, it really depends on what -- what
3 phase of the life cycle we start with that animal.

4 So it could be -- you know, it could only cost
5 \$200 to -- to raise that animal to harvest or it could
6 only cost -- or it cost over a thousand dollars.

7 Q. So does Agridime own any of the land that the
8 cattle are raised on?

9 A. No. Not to my knowledge.

10 Q. How much of the land does it lease?

11 A. All of the land that we run cattle on is
12 leased. We did purchase a piece of land recently; we
13 have not ran any cattle on it yet. But beyond that,
14 we -- everything that we have is leased or in custom feed
15 yards.

16 Q. So not all of the cattle is raised on leased
17 land. It can be contracted out?

18 A. Correct.

19 Q. So how long does it take to raise a calf from
20 being a calf until it's slaughtered, packaged and sold?

21 A. Looking at -- it varies on what program
22 they're -- they're going into for our supply chain. But
23 it could take a year all the way to a couple months. We
24 try to focus on cattle that will finish in about 3 to
25 6 months in our -- our supply chain.

1 Q. Can that be a calf? Will a calf be done in 3
2 to 6 months?

3 A. I guess it depends on how big of a calf it is.
4 If it's a larger calf which we focus on, then yes, most
5 definitely.

6 Q. When does a calf go from being a calf to a cow?

7 A. Well, technically, there's -- there's, like,
8 steers and heifers as far as calves go. And heifer
9 would -- would become a cow, per se, once she's been bred
10 and had a calf.

11 And a -- a steer would be considered a cow for
12 its whole -- its whole life. And kind of probably
13 transition from a -- a calf to a yearling, per se, at
14 about a year's age or 600 to 800 pounds. And then on
15 a --

16 Q. Is a yearling, is that an adult?

17 A. Well, almost -- it's like semi, but young
18 adult. That is kind of what I call it.

19 Q. What is the industry standard for the time it
20 takes to raise a calf to adulthood to be ready to
21 slaughter and sell?

22 A. I'm not sure off the top of my head what that
23 would be considered.

24 Q. What are the profit margins on the sale of
25 beef?

1 MR. BRADDOCK: Form.

2 You can answer to the best you can.

3 BY MS. ANDERSEN:

4 A. Could you repeat the question?

5 Q. What are the profit margins on the sale of
6 beef?

7 A. Once again, it very much varies from cut to
8 cut. And kind of what program that -- those cattle have
9 been in and -- and what type of beef it is, even
10 grass-fed versus grain-fed.

11 Q. What is the profit margin on grass-fed beef
12 that has been raised from cows in the cattle contracts?

13 A. I -- I would have to guess at that. I don't
14 know off the top of my head.

15 Q. Do you have an idea of Agridime's average
16 profit margins?

17 A. On beef?

18 Q. Yes.

19 A. Yes.

20 Q. And what is that?

21 A. We try to be anywhere from 30 to 100 percent if
22 we can to cover our cost.

23 Q. A hundred percent profit margin?

24 A. Mm-hmm.

25 Q. What about tallow?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 A. That would be a great example of one of those
2 products that is a hundred percent profit margin or
3 greater, even.

4 Q. I understand. So on average how many head of
5 cattle does Agridime process in one year?

6 A. Like I mentioned there, we've -- we've grown
7 very quickly over the years. I don't know off the top of
8 my head.

9 Q. Do you know what the industry standard is?

10 A. The number of cattle processed per year for
11 like a company?

12 Q. Mm-hmm.

13 A. I would say it would depend on whether they're
14 a small or large company. The -- the beef industry has
15 become very consolidated in the U.S. unfortunately. So I
16 know that there's a -- there's a -- a couple companies
17 that do the majority of the processing and -- and so
18 their numbers would be a lot larger. And then there's
19 kind of us little guys out there.

20 Q. So is Agridime one of the little guys?

21 A. Yes. Very much so.

22 Q. What is Agridime's current herd size?

23 A. I'd have to -- I'd have to guess at that. Once
24 again, I get a good idea but I -- I don't want to be
25 wrong.

1 Q. Do you know Agridime's average herd size?

2 A. It can fluctuate anywhere from 15- to over
3 20,000.

4 Q. So between 15,000 and 20,000?

5 A. And -- and it can vary up and down from there,
6 even just depending on the seasonality. The majority of
7 the cattle in the United States are -- give birth in the
8 spring and the fall. So there's -- there's definitely a
9 cyclicalness to our -- seasonality to our business.

10 Q. Sure. How much of Agridime's beef is
11 grass-fed?

12 A. Just guessing, once again, it -- it would have
13 to just be a guess. But I -- I hate to guess at that.
14 But it's growing. It grows every year. And it's
15 definitely becoming -- it's a major focus of our
16 business.

17 Q. How many acres do you need for grass-fed beef?

18 MR. BRADDOCK: Form.

19 THE WITNESS: Once again, very arbitrary and
20 a lot of conditions go into that. But it really depends
21 on the type of ground that the -- the cows are running
22 on.

23 We have -- a large portion of our grass-fed
24 beef program is the Flint Hills which is -- I call it the
25 last stand of prairie grass on the -- on the planet

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 really.

2 It's -- it's the largest contiguous prairie
3 grassland left in the United States. And I've got some
4 of the -- some of the best subsoil for retaining water
5 and naturally filtering it through -- through the earth.
6 And if you -- if you rotate the pastures right, you can
7 really build the ecosystem rather than degrade it like a
8 lot of the farming practices out there.

9 So with -- with our focus on the ecosystem
10 and the permaculture specifically, and taking a lot of
11 those prairie lands that farmers have gone in, or a lot
12 of our people that we work with, they have taken that
13 prairie land and before they met us they were out there
14 ploughing the dirt and tilling it up and -- and doing
15 monocropping, a kind of conditional agriculture.

16 We partner with those folks to transition
17 those real crop grounds into multi-variety, multi-species
18 cover crop mixes. So our -- the tonnage that we're able
19 to yield off of our ground per acre on forage is -- is
20 substantially more than just a regular, you know, pasture
21 of grass and -- and that is even more dependent on the
22 time of year even.

23 So really to answer your question, it's very
24 dependent upon ecosystem.

25

1 BY MS. ANDERSEN:

2 Q. Where is Flint Hills?

3 A. Really, the -- the eastern portion of Kansas,
4 all the way down to the -- the top northeastern tip of
5 Oklahoma.

6 Q. Where does Agridime get its feed?

7 A. We source -- once again, it depends on the --
8 the region of the country. Because we feed cattle in,
9 you know, eastern Kansas, western Kansas. But we try to
10 source all of our feed within as small of a radius as
11 possible to our farms. We try to partner with other
12 farmers that either touch our land even or are -- are at
13 least within the same region. But the majority of our
14 feed stuffs come from within a 50- to 100-mile radius,
15 even, of -- of that farm typically.

16 We're buying hay from a lot further and some of
17 our grain products. Especially as we've seen from
18 tougher droughts over the last couple of years. But we
19 try to be very sustainable with how we source all of our
20 feed stuffs.

21 Q. So what I've gathered so far is the cost of
22 raising a calf and selling it varies greatly?

23 A. Yes, ma'am.

24 Q. How long has Agridime been offering the cattle
25 contract investments?

1 MR. BRADDOCK: Objection, form.

2 THE WITNESS: So as a note, we do not offer
3 investments.

4 BY MS. ANDERSEN:

5 Q. What do you offer?

6 A. We offer the ability for people to purchase
7 cattle.

8 Q. Tell me more about that.

9 A. So we have, until recently, offered a program
10 where customers are able to purchase a cow in our supply
11 chain and then we purchase them -- it back from them once
12 it's ready for finish.

13 Q. Do you purchase it back from them for more than
14 it costs them?

15 A. Yes, ma'am.

16 Q. So they earn a return on the amount that they
17 purchase the calf for?

18 A. Yes, ma'am.

19 Q. So what's your preferred term?

20 A. They're customers -- they're customers to us
21 that purchase cattle.

22 Q. How does Agridime find purchasers for the
23 cattle contracts?

24 A. A number of different ways. Predominantly,
25 word-of-mouth. We've done a lot of marketing online as

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 well through Facebook ads, Instagram ads.

2 Q. How does Agridime verify their income?

3 A. Can you please clarify the question.

4 Q. When an individual wants to purchase a cattle
5 contract, that Agridime would then buy back from them,
6 does Agridime do anything to verify that individual's
7 income?

8 A. Not to my knowledge. We just -- when we had
9 the online portion, they could just purchase through
10 online checking or checkout shopping cart or they could
11 call in a customer service person and -- and talk to them
12 and they could issue, you know, a contract. But yeah.

13 Q. Does Agridime discuss risks with purchasers?

14 A. Yes. I mean, especially, that's something
15 our -- our customers -- you know, they -- they have a
16 number of questions for us when they -- when they call in
17 and when I'm talking to somebody, and I know that we have
18 shared this with all of our salespeople but, you know,
19 obviously there can be a number of act of God situations.
20 And Agridime will always do everything in our power to
21 one hundred percent back every contract and make sure
22 it -- it is always made whole. But, you know, there are
23 those -- those cataclysmic world events, of course, that
24 are out of everybody's control and, you know, there's
25 always those risks.

1 Q. So are acts of God the only risks?

2 A. I mean, there's all sorts of risks throughout,
3 you know, the process of raising cattle, but we have done
4 our best to mitigate every risk point in our supply chain
5 to make it a no-risk purchase. And, you know, we -- we
6 carry very heavy general liability insurances throughout
7 or supply chains. The USDA does an incredible job of
8 taking care of farmers in this country, I would -- would
9 say. You know, if I had to take a vote for the best
10 government organization, my vote's going to the USDA
11 because they -- they -- it makes me want to cry how well
12 they take care of us. Because even -- we had a -- we had
13 a pretty bad death lawsuit on cattle probably a couple of
14 years ago. And it was -- it was just -- it gets me
15 choked up, because, you know, a cow dying is like a
16 person dying to me. And it was incredible, though, to
17 see the USDA make that whole or they even have program
18 where even a heat death loss, they cover up to
19 70 percent. And -- sorry. Just thinking of that, of
20 the -- those cattle dying is -- is hard, especially when
21 they're that close to being able to be something for, you
22 know, nutrition for people. But it's incredible, the --
23 what our government especially does to keep food
24 sustainable in this country.

25 And they are a big part of -- of eliminating

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 that risk in -- in the contract as well.

2 Q. So what risks specifically do you discuss with
3 investors or purchasers?

4 A. With -- with our purchasers, we -- any
5 discuss -- any risk that they have -- have a -- a fear
6 of, or -- or want to discuss, you know, we talk through
7 with them.

8 Q. So it's only when a purchaser asks about risk?

9 A. Not necessarily. Our -- really just kind of
10 depends on the situation.

11 Q. So give me an example of specific risk that
12 Agridime would discuss with a purchaser.

13 MR. BRADDOCK: Objection, form.

14 THE WITNESS: A number of those same things
15 that we discussed there before.

16 BY MS. ANDERSEN:

17 Q. So the USDA is the main way Agridime hedges
18 against risk?

19 A. No. They're just a -- a very -- they're one of
20 our best hedges for those act of God types of situations.
21 As I mentioned earlier, we've got a number of general
22 liability insurances. We -- we have -- we carry very,
23 very heavy insurances on our -- even our meat side or our
24 supply chain especially. You know, for -- if a freezer
25 goes out or a trailer runs off the road, or anything like

1 that.

2 Q. Let's go back to the online purchasing back
3 when purchasers could add cattle to their cart.

4 Was there a limit to how many head of cattle a
5 purchaser could buy?

6 A. Yes, ma'am. Limited to the amount of cattle
7 that we have available for sale.

8 Q. And the website had the ability to limit that?
9 Was it dynamic?

10 A. Yes. Just an ability to limit the stock on the
11 back end.

12 Q. Okay. I'm going to show you -- it's been
13 marked as Exhibit 1. I'll give you a second to review
14 it. Let me know --

15 MR. BRADDOCK: Do you have a copy for us?

16 MS. ANDERSEN: We only have the digital.

17 MR. BRADDOCK: Can you send it to us after?

18 MS. ANDERSEN: Actually, no, we don't. It's
19 not like a typical deposition.

20 MR. BRADDOCK: This is a deposition. It's
21 pretty typical.

22 MS. ANDERSEN: Right. But it's an
23 examination under oath, and you can certainly request --

24 MR. BRADDOCK: Yeah, I think there's a --

25 MS. ANDERSEN: -- them, and I think we can

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 show you in the office. But it's not like an automatic
2 thing. You will have to go through it. I can send you
3 the --

4 MR. BRADDOCK: You do like a typical
5 discovery request for something that you're showing our
6 witness in a deposition?

7 MS. ANDERSEN: I think it's a discovery
8 request. Let me -- I would have to look at
9 the specific --

10 MR. BRADDOCK: I mean, these are documents
11 that you got from us, right?

12 MS. ANDERSEN: Yes. So you should have
13 them, right?

14 MR. BRADDOCK: Well -- but my point is I
15 want to have them in an organized form. I guess I get
16 them from the court reporter?

17 MS. ANDERSEN: Let me look at the statute on
18 our break and I'll get back to you because I don't know
19 it off the top of my head.

20 BY MS. ANDERSEN:

21 Q. Do you recognize this?

22 A. Yes, ma'am.

23 Q. So explain -- Agridime here is called buyer.
24 Explain that term to me?

25 A. Yeah. So we're going to be the purchaser of

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 that steer or heifer for 2400 dollars.

2 Q. And then seller would be the purchaser of the?

3 A. The seller would be the John Doe in this
4 contract.

5 Q. Okay.

6 A. Could you scroll down a little bit?

7 Q. Sure. Yes.

8 MR. BRADDOCK: Could you scroll all the way
9 down until you see the Bates number? Maybe that's how we
10 can track with what we're talking about.

11 MS. ANDERSEN: This one actually doesn't
12 have a Bates number from you guys on it.

13 MR. BRADDOCK: So we're not -- these aren't
14 the documents we produced?

15 MS. ANDERSEN: Some of them are.

16 MR. BRADDOCK: Okay.

17 BY MS. ANDERSEN:

18 Q. So what does it mean when it says Agridime is
19 licensed and bonded in accordance with the USDA?

20 A. We are governed, if you will, by the USDA. And
21 they're -- they're allowed to audit all of our records
22 any time they want, even for specific cattle
23 transactions. A lot of states even have brand inspectors
24 where they're -- I call them the livestock police. Those
25 guys have more -- those cowboys have more power than I

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 think -- than anybody, than a soldier, maybe. But
2 that -- that is a -- we are under their oversight, the
3 USDA, in order to run our business.

4 Q. So what is Agridime licensed to do?

5 A. Buy and sell cattle.

6 Q. So explain to me what it means when it says:
7 All cattle are ensured for death loss?

8 A. Agridime ensures those cattle so that if -- if
9 there's an animal that dies for this contract, we make
10 them whole and -- and make that -- make that in full.

11 Q. What is the insurance?

12 A. Well, as -- as I mentioned earlier, we have a
13 number of insurances throughout our supply chain, so it
14 kind of just depends on the situation. But I guess in --
15 in this context, we're just meaning Agridime ensuring
16 this contract.

17 Q. So Agridime is self insuring?

18 A. This -- on this contract specifically. And
19 then we have our own insurances within our organization.

20 Q. So explain the self insurance to me.

21 A. Just that if -- if an animal dies for John
22 Doe's contract here per se, then we would reimburse them
23 for that animal.

24 Q. You would replace it with another --

25 A. Replace -- exactly. Replace it with another,

1 and they still would -- even if it -- if that animal --
2 animal dies, you know, the day before the contract is
3 supposed to end, we still pay them that \$2,400.

4 Q. How is Agridime able to do that?

5 A. As I mentioned there, we have a number of
6 insurances throughout our supply chain. The worst case
7 scenario I've ever seen is -- is, you know, that -- that
8 70 percent reimbursement, but -- and then in that case,
9 some of it has to come out of our pocket. But in most
10 cases, we're even reimbursed above what the value is
11 because we -- we try to -- our insurance team is very
12 conservative.

13 Q. So earlier, we talked about how much it would
14 cost to raise, finish, and sell cattle. You said it
15 varies greatly. You couldn't give me an average,
16 correct?

17 A. (Indicates).

18 Correct. Correct.

19 MR. BRADDOCK: You have to answer out loud.

20 BY MS. ANDERSEN:

21 Q. That's okay. We all do it.

22 How does Agridime guarantee yearly profits of
23 20 percent?

24 A. In -- in a number of different ways. But
25 the -- the best way that we ensure a profitable contract

1 for our cattle is by buying them, right? We --we have a
2 very extensive buying network across, really, the entire
3 United States.

4 That's really what we spent the first two years
5 of our inception doing. I would say I've set foot in
6 just about every feed yard west of the Mississippi. And
7 I can -- I can name you an ol' boy on this side of about
8 every deer trail from here to wherever they're at too.

9 And that's really how you have to -- in order
10 to compete with the big boys in our industry, we have to
11 be very efficient with how we buy and we've got very
12 strong relationships with a number of producers across
13 the country, as I mentioned. And -- so really, the --
14 you know, purchase, also how we raise them. We're very
15 efficient with how we raise our cattle, specifically our
16 grass-fed.

17 It's -- not only is it better for the
18 environment when you just raise cattle where they're
19 meant to go on pasture, but it's also -- it also costs
20 way less. And that's another huge factor for us.

21 Q. So a purchaser can purchase cattle for a flat
22 \$2,000 per head. Even though Agridime doesn't have an
23 average cost, they can guarantee that they will pay that
24 purchaser 20 percent?

25 A. Yes. If I understand your question correctly,

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 yes.

2 Q. What happens if Agridime's supply chain is
3 disrupted, there was a bad year for crops and it costs
4 more to raise and sell that calf? Say it costs Agridime
5 \$1,900 per calf.

6 Agridime will still pay the 20 percent
7 guaranteed profit?

8 A. We -- we -- I've always honored every contract
9 that we have ever made. And thankfully, you know, our
10 industry is based on a ton of different market
11 conditions. And as I mentioned, we're very tested in
12 COVID. We saw -- we saw meat prices in the industry that
13 I -- I pray to God that no American ever has to see
14 again.

15 And we -- really the cost management and the
16 cost-efficiency management in our supply chain really
17 allowed us to thrive during those times of being very --
18 very economically stressed. And with our industry being
19 based on market conditions too, with that increase of
20 cost, also the price of beef comes up or the price of
21 live cattle. And -- and those are all regulated very
22 heavily, those prices by the USDA as well. And there's
23 even price floor-type insurances too that you can take
24 out with the USDA if there are massive market swings and
25 hedges. We -- we always have the ability to hedge cattle

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 as well in order to buffer anything before any tough
2 market conditions.

3 Q. Explain what you mean by hedging cattle.

4 A. Really, it's when you basically lock in a price
5 with a -- say a price with a packer for a -- a price
6 on -- on that cow, for them to be sold at.

7 It's a type of insurance, essentially. And a
8 type of cattle, livestock insurance is the way that it's
9 been described to me.

10 Q. Do you know the average annual premium cost to
11 Agridime for all of its insurance?

12 A. Not off the top of my head.

13 Q. Do you know any of the premiums?

14 A. Yes.

15 Q. Continue.

16 A. Like for our general liability insurances, you
17 know, all of our meat insurances, that I mentioned there,
18 my -- my business partner is our kind of accounting
19 insurances guy. He takes care of all that stuff for us.

20 Q. And by business partner, you're referring to
21 Jed Wood?

22 A. Yes, ma'am.

23 Q. Are purchasers for the cattle contract
24 purchasing the cattle for consumption?

25 A. With -- by consumption, you mean like to

1 consume the beef?

2 Q. For themselves.

3 A. Not in most cases.

4 Q. Are individual heads of cattle tied to each
5 individual purchaser?

6 A. Yes.

7 Q. How does Agridime keep track of that?

8 A. Well, when the customers ask us specifically,
9 we will track that all the way down to the tag number.
10 But -- and we've talked with our -- actually, our tax
11 accountant on going to an entire tagging system where the
12 tag number goes on every single contract even. And I
13 think it would just make it easier for everybody and
14 especially from an accounting perspective. But
15 currently, that's -- that's our method.

16 Q. So currently: Only when an investor asks, they
17 get -- or purchaser asks, they get a tag number?

18 A. Yes. When a purchaser asks.

19 Q. So you said it varies how long it takes to
20 raise a calf to be able to sell it as beef, correct?

21 A. Yes, ma'am, that is correct.

22 Q. Why is the standard timeline one year and 7 to
23 10 days on this contract?

24 A. Our -- we wanted to have it be a 12-month
25 contract. Because in general, it takes about 3 to

1 6 months to -- to finish an animal in our supply chain
2 and about 3 to 6 months for them -- for us to market,
3 sell, and distribute the meat. And so we've -- we've
4 used that as a conservative number that we know we can
5 fully get that -- that animal processed in our supply
6 chain in that duration.

7 Q. So if a purchaser's cow is ready earlier than a
8 year and ten days, you've already sold it, received the
9 money, does the purchaser get paid early?

10 A. No, ma'am.

11 Q. How does Agridime keep track of that individual
12 cow or beef once it's sold but the purchaser's not yet
13 been paid?

14 A. We have a -- a very robust accounting team.
15 And a back office that does a great -- great job of
16 keeping records.

17 Q. How many cattle or cow contracts has Agridime
18 sold?

19 A. I do not know off the top of my head.

20 Q. Is Agridime still selling cattle contracts?

21 A. Not in this form. We still sell -- are buying
22 and selling cattle.

23 Q. You mean not in this form?

24 A. Not using this specific contract.

25 Q. Do you use a different contract?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 A. Yes.

2 Q. Tell me about that contract.

3 A. It is a commercial livestock contract.

4 Q. Can individuals still purchase it?

5 A. Yes. But we are not -- we don't have an
6 online -- or an online marketing editor or anything like
7 that. So it's really just our existing customer base of
8 farmer-feeders that we already currently work with and
9 our established supply chain.

10 MS. ANDERSEN: Let's take a ten-minute
11 break.

12 THE REPORTER: That's fine.

13 MS. ANDERSEN: Okay. We can go off the
14 record. We'll be back at 11:11.

15 (Whereupon a brief recess was taken.)

16 MS. ANDERSEN: We can go back on the record.

17 Mr. Link, you are still under oath.

18 MR. BRADDOCK: Yeah, I -- the point I want
19 to make is you filed an action; and discovery happens
20 under the civil rules. And so, I -- I think that the
21 courts in our state have held that. And so, I'm aware of
22 your objections.

23 I -- I just -- we'll have the record reflect
24 that you're not going to provide us with copies of
25 exhibits, that's what you're saying?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 MS. ANDERSEN: No.

2 MR. BRADDOCK: Okay.

3 MS. ANDERSEN: I'm saying we will provide
4 copies of the exhibits, maybe, in the LWE if we deem the
5 EUO worth having as an exhibit.

6 You can also come in and inspect them
7 according, to the Rule. And you can also send me a
8 formal request via email, if you want, and I'll run it up
9 the flagpole to get authorization for disclosure.

10 Because everything -- everything we obtain
11 in our investigation is confidential. So we have to get
12 authorization to disclose. That's our statutory
13 obligation, even if it came from you.

14 BY MS. ANDERSEN:

15 Q. Okay. I think we're -- oh, gosh.

16 Can Agridime purchasers use self-directed IRAs
17 to purchase cattle contracts?

18 A. To my knowledge, yes.

19 Q. Who is the custodian that Agridime uses?

20 A. We do not use a custodian. That would be a --
21 a purchaser could purchase -- use their -- their SDIRA to
22 purchase cows.

23 Q. Does Agridime suggest any custodians?

24 A. No, we do not.

25 Q. The purchasers just use whatever they --

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 A. Yeah. It's -- it's all based on what -- who
2 the purchaser's currently working with.

3 We -- I know there's a -- I've seen a few out
4 there that poached our information or that I think these
5 guys maybe have -- have run across that, you know, copy
6 and pasted information from our site I think. But
7 none -- we don't endorse anything or any -- any specific
8 company or anything like that.

9 Q. Does Agridime have any relationship with a
10 custodian?

11 A. No, ma'am.

12 Q. No agreements with a custodian?

13 A. No, ma'am, not to my -- not to my knowledge, at
14 least.

15 Q. Does Agridime have any material for
16 self-directed IRAs that it distributes?

17 A. Not to my knowledge.

18 Q. Have you advertised the cattle contracts on
19 Twitter?

20 A. I don't believe so, unless my marketing manager
21 snuck some past me. Not to my knowledge, no. Just
22 Facebook and Instagram ads.

23 Q. Do you know how many people have seen the
24 Facebook ad?

25 A. Not off the top of my head.

 GLENNIE REPORTING SERVICES, L.L.C.
 602.266.6535 www.glennie-reporting.com

1 Q. Would your director of marketing know that
2 information?

3 A. I think he could probably get close.

4 Q. Do you know an individual by the name of
5 Michael Galloway?

6 A. I don't believe so.

7 Q. Sandra Galloway?

8 A. I don't believe so.

9 Q. Have you heard of a company called Montana
10 Ranch and Cattle?

11 A. I don't believe so.

12 Q. Is there a reason why you would show up as the
13 author of their cattle investment contract?

14 A. As the author?

15 Q. In the metadata, correct.

16 A. Like -- no. I -- I -- unless I -- like I said,
17 I don't know that name off the top of my head. Maybe it
18 was something my -- my assistant wrote a contract. I
19 don't know. Off the top of my head, I -- I don't know
20 that name, I don't believe.

21 Q. You have no relationship with Montana Ranch and
22 Cattle?

23 A. No, not personally.

24 Q. Does Agridime have a relationship with them?

25 A. Not to my knowledge. Like I said, unless it's

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 a -- a customer, a contract I'm not thinking of. But I
2 don't think I've ever heard that name I don't believe.

3 Q. So if there was a website for Montana Ranch and
4 Cattle, offering the same terms as Agridime for cattle
5 purchases, Agridime has no knowledge of that?

6 A. No. I want to look that up right now. I've
7 never -- I -- I don't think I've ever heard of them.
8 Yeah.

9 Q. Okay.

10 A. I thought we were one of a kind.

11 Q. Okay. Just making sure. Do you know Justin
12 Williams?

13 A. Yes, ma'am.

14 Q. What is his job title?

15 A. He's our Arizona territory manager and
16 warehouse manager.

17 Q. Does he earn commissions from selling cattle
18 contracts?

19 A. Yes, ma'am.

20 Q. What is his commission structure?

21 A. I would have to go back and -- and look
22 specifically at his agreement, at his sales agreement.

23 Q. Do you know what the standard commission
24 structure is for Agridime's?

25 A. Anywhere from 5 to 10 percent commissions.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 Q. For selling cattle contracts?

2 A. Yes, ma'am. For selling cattle, yeah.

3 MS. ANDERSEN: Okay, Cody. I think I --

4 I'll review my notes. If you want to --

5 MR. TURLEY: Okay.

6 BY MR. TURLEY:

7 Q. So questions, and I have a lot of exhibits.
8 Those are basically all mine that you saw on the side
9 there.

10 So just a few basic general questions. Who
11 maintains the company's financial records?

12 A. That's all under Jed's umbrella. And we've got
13 an accounting department at our Fort Worth office. So
14 Royana Thomas, or James, you know, kind of is over the --
15 the accounting like I am over the sales and then under
16 him he's got Royana Thomas and James Roberts, Mark
17 Miller, Gina Eastman.

18 (Clarification by the reporter.)

19 Q. And just what are their backgrounds? Like are
20 they accountants? Like, prior to working at Agridime,
21 what were their -- what were they doing?

22 A. Yes. Jed, he was a supply chain specialist.
23 And like I call him spreadsheet specialist, is my -- my
24 ranching term for him.

25 He works from a helicopter in Martin Marietta

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 doing government contracting and supply chain
2 management-type stuff. So very -- very much a numbers
3 guy. Royana's got a bookkeeping background. Came from
4 Edward Jones. James Roberts, who we're kind of training
5 as our -- our CFO, he'll probably take over as official
6 CFO. Technically, he is now but still is learning the
7 business. He's got a CFO background. Mark Miller, the
8 same. Gina, she is a -- she's kind of just Royana's
9 assistant.

10 Q. Are any of them CPAs or any sort of accounting
11 certification that you know about?

12 A. I believe James is. That's what we brought him
13 specifically for -- in here for. Since we ended up
14 spending so much money on outside accountants, it was
15 time to have one internally.

16 Q. So you said outside accountants, can you -- do
17 you know the names of the accountants you used?

18 A. Yes. What was their name? Name? I forget the
19 name of our -- our guy that does our taxes on one side of
20 it, but I'm blanking on his firm. His name is Truitt.
21 Like I said, that's Jed's umbrella. I'm blanking off of
22 it. It'll come to me in a second, but I'm blanking off
23 the top of my head.

24 Q. And is it just tax that you hire outside
25 accountants for or do you hire any for things like audit

1 or bookkeeping?

2 A. Yes. I believe we have two -- two different
3 types of accounting. We got our tax accountant and then
4 another accounting firm we hired to do another type of
5 accounting. But that's really what we brought James on
6 for is to do -- be able to do full-audited weekly
7 financials. Because we're really -- Jed and I are both
8 really into analytics and we've got to have that really
9 day-to-day transparency that we're looking -- to go, you
10 know, beyond just the QuickBooks small business level of
11 things.

12 Q. Are you still using QuickBooks?

13 A. We're about to graduate. James is getting us
14 graduated. But up until this point, yes.

15 Q. Okay. And in talking to any of the cattle
16 contract purchasers, have you ever disclosed any
17 financial -- anything about the financial status or
18 health of your company?

19 A. Yes. In the past we used to be extremely open
20 with that, kind of up until recently. You know, over the
21 last year we've gotten a lot more stringent with that
22 just because we -- we could tell that there was things
23 going on. But we typically like to be very open with
24 that. And in the past we have.

25 Q. And so can you just give me a couple examples

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 about what you told them.

2 MR. BRADDOCK: Objection, form.

3 THE WITNESS: Yeah. Just like sales numbers
4 that we've done, kind of company growth numbers.

5 BY MR. TURLEY:

6 Q. Okay. Let's take a look at a document.

7 Do you recognize this?

8 (Exhibit 2 identified.)

9 A. Yes, sir.

10 MR. TURLEY:

11 Q. Okay. Can you just tell me what -- what it is
12 in --

13 A. Yeah. That is our Agridime, LLC profit and
14 loss for January 1st, '21 through May 4th of '23.

15 Q. Okay. And I just have -- I kind of want to get
16 some definitions from you with what certain items are
17 just to kind of help me understand them a little bit
18 better.

19 So there's a --

20 MR. SCHROEDER: Before you start asking, can
21 you just scroll down to the bottom so I could get the
22 Bates numbers.

23 Perfect.

24 BY MR. TURLEY:

25 Q. Okay. So there's a line item on here -- I

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 think right here -- that says six-month cattle contract
2 sales. Then there's one that says cattle sales. There's
3 one that says cow contract sales. Then there's one that
4 says livestock contract sales. I can re-go through those
5 as I ask about them.

6 But can you just kind of explain the
7 differences between those, if you know, and what each one
8 would mean?

9 A. Sure thing. The six-month contract sales is
10 referencing contracts that have a duration of six months.
11 The cattle sales is referencing when those live cattle
12 are sold, or, you know, marketing. We're paid for them
13 by, say, you know, a packer.

14 The cow contract sales, those are for
15 specifically cows. So as we've discussed earlier, being
16 a more-aged version of an animal. So it's just another
17 variation of our -- our commercial cattle contracts. And
18 livestock contract sales, that would be livestock
19 contracts, similar to the -- Exhibit 1.

20 Q. Okay. And then those -- going back to the
21 six-month contract sales, would -- is that essentially
22 the same thing, just a six-month version of what was --
23 the contract that was in Exhibit 1? Or is that
24 different?

25 A. Yes. A -- a large portion of those would be --

1 Q. They would be?

2 A. Similar to the -- the 12-month version.

3 Q. Okay.

4 BY MS. ANDERSEN:

5 Q. How much do those cost?

6 A. Most of them would be about the same, \$2,000.

7 Q. Is it still a 20 percent profit?

8 A. Yeah. It could be a -- a range depending on
9 the size of that individual contract.

10 BY MR. FREIBURG:

11 Q. When were those being offered and sold?

12 A. It looks like through -- January 1st
13 through '23, in there. And -- and I know that
14 seasonally, you know, we had those shorter contracts
15 available from time to time.

16 Q. In the year 2023, were those six-month cattle
17 contracts still available for purchase?

18 A. I'd have to look to know for sure but I believe
19 so.

20 Q. Okay. And were those six-month cattle
21 contracts available for purchase on the website, or --

22 A. No, sir.

23 Q. How did purchasers purchase those contracts?
24 How did they go about that?

25 A. Just on an individual basis. So typically, it

1 would be the existing customers. .

2 BY MR. TURLEY:

3 Q. Okay. And then let's see. I'm sorry. There's
4 also meat sales-other.

5 Would any of the -- can you just describe what
6 that is too.

7 A. Yes. That would be the meat sold from the
8 cattle in our supply chain.

9 Q. Okay. This would be processed meat or?

10 A. Yes. Yes, sir.

11 Q. Then I have the same sort of questions about
12 some of the expenses. Let me try to find out where they
13 are. So right here. So three items right here, cattle
14 purchased, and underneath cow contracts purchased
15 livestock contract purchase, cattle purchased-other.

16 Can you describe what those three are and how
17 they're different.

18 A. I believe -- once again, I'm not the -- the
19 financial expert here on our team. But I believe those
20 would be referring to the purchase side of the -- the
21 contracts at the beginning. So basically, the
22 fulfillment of them.

23 Q. So -- so this would be -- like the livestock or
24 the cattle contracts, livestock contracts purchase, this
25 would be -- in referring to Exhibit 1 this would be when

1 you buy the cows back from the purchasers?

2 A. I believe so.

3 Q. Okay. And then if you need me to go to it, I
4 can, but there's an Agridime Logistics listed in there.
5 And I'm assuming that's a logistics company created by
6 Agridime.

7 Does it have any external customers? Or is it
8 specifically for use by Agridime?

9 A. Specifically for use by Agridime.

10 I know like backhauls or stuff like that, like
11 if we're -- if we have, like, trucks idle in a region,
12 they'll do some other hauling to make things more
13 efficient. But we launched Agridime Logistics, too, to
14 cut down trucking costs for us. So that's one of our
15 greatest expenses.

16 Q. Okay. And then on this document I have two
17 other questions. So just commission on cattle sales, can
18 you describe what that is for me.

19 A. Yes. Those would be commissions paid on cattle
20 sold.

21 Q. Okay. And does that include some of the
22 purchases of the cattle contracts?

23 A. Correct, yes.

24 Q. Okay. And then there's also another line item
25 a little further down called meat sales commission.

1 Does that -- how is that? Or what is that for?

2 A. That is for sales representatives who have sold
3 meat.

4 Q. So profit?

5 A. Yeah, yeah.

6 Q. Okay.

7 A. Most of those folks are, like, outside sales
8 reps, selling to wholesalers or retailers.

9 Q. Okay. Let's look at Exhibit 3 now. So we'll
10 scroll down for you. So are there -- starting right
11 here -- well, first off, do you recognize this document?

12 A. Yes, sir.

13 Q. Okay. And can you describe what it is for me.

14 A. Yes. It's an Agridime, LLC balance sheet as of
15 May 4th, 2023.

16 (Whereupon Exhibit 14 was identified.)

17 Q. Okay. And so we have this other current
18 assets, then there's inventory listed. There's five line
19 items, I think.

20 A. Yes.

21 Q. Can you just describe the different inventory,
22 like what does that include, why are they different?

23 A. Yes. Those would be inventories that are
24 different, either lease locations or custom feeding
25 locations. In addition to our meat there, which would be

1 our -- our meat inventory obviously. So those would be
2 our livestock inventories and meat inventories --

3 Q. Okay.

4 A. -- for Agridime.

5 Q. And so there's the first one at CE, and then
6 there's the third one at MCreek, those are just different
7 locations?

8 A. Yes, sir.

9 Q. Okay. And then so the cattle that are
10 purchased from Exhibit 1 from the contracts that are
11 purchased by the contract purchasers, are they included
12 in this inventory?

13 A. Yes.

14 Q. Okay. And then --

15 A. I -- I believe so.

16 Q. Okay. And then the inventory meat, would that
17 be -- would that have to be in cold storage?

18 A. Yes, sir.

19 Q. Okay.

20 A. And -- and that's another part of our supply
21 chain there that I mentioned that is -- is very unique
22 and allows us to kind of go toe-to-toe with the -- the
23 big boys is our -- our cold storage and our distribution.
24 We've got a really good cold storage at our facility here
25 in Gilbert as well as in Kansas and in Texas.

1 Q. Okay. And how much -- let's just say the
2 Gilbert -- Grant -- or Gilbert storage.

3 How much could that store? Like how many -- I
4 guess pounds of meat could that store?

5 A. That's a -- that's a great question. I was
6 asking Justin that the other day. It, you know, kind of
7 depends on how much we push those limits but our Arizona
8 facility could hold a million pounds if we -- if we
9 pushed it, probably more, give or take.

10 Q. What's the electric costs with the A/C?

11 A. Actually, it's very -- very efficient there.
12 We -- we were very blessed to get into that lease kind of
13 around the COVID time and our landlord was very eager to
14 have somebody in there rather than just have it sit
15 there. So we -- we made a very good deal on that and
16 we're located within an industrial park. So we've got
17 right next to the power station actually. So it's not
18 that -- it's not too bad.

19 Q. Okay.

20 A. Really efficient condensers too.

21 Q. And then I'm going to ask these questions.
22 Again, it's the same sort of thing on the liabilities,
23 you can see here cattle contracts, cow contracts, and
24 livestock contracts purchased at liability.

25 Can you describe the differences between those

1 three and what they are and the differences between them.

2 A. So those would be all, you know, various types
3 of -- of cow contracts that we have throughout our supply
4 chain.

5 Q. Okay. So are there differences between the
6 three of them, or are they relatively the same thing?

7 A. Yes. There's differences between them. Some
8 would be -- some of the cattle would be dedicated for
9 like a retail branded program per se. Some of the other
10 cattle would be dedicated for like a -- a grid premium,
11 more of a live cattle-type contract with like a -- a
12 Tyson or a JBS per se.

13 Q. Okay.

14 BY MS. ANDERSEN:

15 Q. Let me jump in for a second.

16 So the contracts where someone can purchase a
17 head of cattle for \$2,000 and earn 15 to 20 percent
18 profit, what does Agridime call those?

19 A. Livestock contract. Well, I mean, I guess it
20 depends on the type of context of what -- what you're
21 asking about. Like in the context of Exhibit A --

22 MR. BRADDOCK: Exhibit 1?

23 THE WITNESS: Or sorry, Exhibit 1. I
24 believe it was -- I think -- I think it says cattle
25 contract on there. I'd have to go back and look at the

1 title.

2 BY MS. ANDERSEN:

3 Q. So on the balance sheets, are those included in
4 all kinds of categories? Or what is it called on the
5 balance sheet?

6 A. Once again, I'm not the -- the expert here on
7 this specifically.

8 But I believe it's livestock contracts.

9 BY MR. TURLEY:

10 Q. Okay. And then there's two more. A little bit
11 different that I wanted to ask you about. So there's
12 just these two note tables to Cattle Empire, and CRI
13 Feeders.

14 Can you just tell me what those are.

15 A. Yes. So while we feed at those locations, they
16 have, like, feed financing options where they finance the
17 feed until the cattle leave and then that gets taken out
18 of the proceeds.

19 So it's basically just so they don't seize
20 their accounting, is to do all their accounting at one
21 time. So basically, that's essentially a feed bill that
22 is -- will be owed.

23 Q. Okay. I think that's all I have for this
24 exhibit for now. Do you recognize this document?

25 I'll scroll down.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 A. I do not recognize that document specifically,
2 but I do recognize a few names on here.

3 Q. Okay. So what -- what do you recognize their
4 names from?

5 A. I believe some of those folks we had done --
6 had purchased cattle from us.

7 Q. Okay. So this was given to us as part of
8 production.

9 A. Okay.

10 Q. And if you don't recognize this, do you know
11 who would have prepared it?

12 A. Is this a document that we gave to you all?

13 Q. Mm-hmm.

14 A. It would have been prepared by Royana Thomas,
15 most likely.

16 Q. Okay. So you said that you recognize some of
17 the names.

18 Which names do you recognize?

19 A. Sierra Gray, I believe I've seen that.

20 Jesus Nieto.

21 I mean, if there are -- if this is a -- a
22 document that we produced, then I've seen all of these.
23 Spear Slash Cattle Company, Palmer Sudeck, J. Skouson,
24 Susan Graff, those are customers that have purchased
25 cattle from us.

1 Q. All right.

2 A. Yeah.

3 Q. So there's this line item -- or this column
4 here that has the number of head of cattle purchased. Is
5 it safe to assume that those were all purchased for
6 \$2,000 dollars?

7 A. Yes, sir.

8 Q. Okay. And so, this question might have been
9 asked before, but, you know, you state that the \$2,000
10 covers everything from purchasing the cattle to feeding
11 to processing.

12 What's the initial cost of purchasing a head of
13 cattle for one of these contracts, averaged, if you can
14 do that number?

15 A. It very much varies.

16 Q. Can you give me a range?

17 A. Yeah. I mean, just guessing, 500 to \$1200.

18 Q. Okay. And so it's like for this contract here
19 it says ten. So ten cattle would have been purchased
20 specifically for this after this contract was entered
21 into; is that correct?

22 A. Yes. That, or we already had those.

23 Q. So sometimes you have cattle that you already
24 own that you then sell as part of these cattle contracts?

25 A. Yeah, yeah. I mean, that's -- that's the

1 majority of the time, how we -- how we do it.

2 Q. Okay. And so just kind of thinking about it,
3 at the end when you repurchase the cattle they just kind
4 of go back into the herd, right? If they're not
5 processed immediately?

6 A. Yes.

7 Q. Would there ever be an opportunity where -- or
8 situation where one of those cattle would then be resold
9 to other cattle contract purchaser?

10 A. Not to my knowledge.

11 Q. Okay.

12 BY MS. ANDERSEN:

13 Q. Can the purchasers take possession of the cows?

14 A. Yes, ma'am, if they -- if they would like to.

15 Q. At any time?

16 A. Yeah. Well, I guess not -- not at any time,
17 per se. That would have to be kind of at our discretion
18 and their discretion. You know, as I mentioned earlier,
19 cows are very near and dear to myself and us. It's kind
20 of like a dog. Not everybody should be in charge of a
21 dog. Not a little child, or anything of that matter.

22 But -- but we -- we would have to make sure
23 that they were capable of -- of possessing that cow
24 and -- and able to handle it.

25 MR. BRADDOCK: I mean -- I'm sorry. I'm not

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 the witness: But the meeting can't go at 11 o'clock on a
2 Friday night and pick it up at the last second. You've
3 got to make arrangements.

4 THE WITNESS: Yeah.

5 BY MR. TURLEY:

6 Q. And so at the end of the contract, someone on
7 this, when they're getting their money return, their
8 termination of a contract, is a cow resold or is a cow
9 sold to pay that, or would you sometimes maintain the cow
10 even after the contract was fulfilled?

11 MR. BRADDOCK: Objection; form.

12 THE WITNESS: I'd have to -- I'd have to
13 look into that. But I would say -- I mean, the -- when
14 the cow is -- is marketed and sold.

15 BY MS. ANDERSEN:

16 Q. So when a purchaser purchases a contract and
17 then they discover they can sell a cow for \$2,600,
18 Agridime would let them do that?

19 A. Like if they -- if they said: Hey, I want to
20 take my cow and sell it elsewhere for 2,600, that would
21 be -- that would be interesting. And I'd love to
22 discuss -- we'd love to discuss that with them. But we
23 would -- we would push to fulfill the contract since
24 it's -- it's already been put in the contract. But I
25 mean, it's -- it's their cow. They have technically

1 contracted it to us. But we'd have to handle that on a
2 case-by-case basis.

3 BY MR. TURLEY

4 Q. And so just kind of going off on this, if
5 someone took the cow, took the cattle, took possession of
6 it, would you still then expect it at the end of the year
7 for it to be returned to you?

8 A. Yes. I mean, to fulfill that contract.

9 Q. Okay. So let's look at another exhibit.

10 We mentioned -- we mentioned John Skouson. And
11 then I have another one for him. It's Exhibit 5, yes.

12 I'll scroll down for you.

13 So John Skouson here -- I'm sorry.

14 Do you recognize this document?

15 A. It doesn't look like -- I don't specifically
16 recognize this document but it does look like it was
17 produced by our accounting software from our team.

18 Q. Okay. So there's this transaction here for
19 John Skouson on January 1st -- or January 9th of 2023.
20 Can you just kind of explain to me what you think this
21 would be.

22 A. That would have been cattle that we sold to
23 John Skouson here. I believe he lives in Arizona.

24 Q. And so I just to want to make sure I'm
25 understanding this right so I don't give the team any bad

1 information.

2 I'm going to scroll down to right here,
3 January 1st, on Exhibit 4. January 9th, 2023, John
4 Skouson, 122.

5 Would -- is it safe to assume these would match
6 each other?

7 A. It appears to be so. Yes, sir.

8 Q. And then on Exhibit 6, same sort of question.
9 Just I noticed that it was in a different form on this.
10 There is this sale here, and there is a -- well, do you
11 see this group of transactions here?

12 A. Yes, sir.

13 Q. Can you kind of describe what you would assume
14 it was for -- or what you think it's for. Sorry.

15 A. Yes. Those appear to be cattle purchases via
16 our website.

17 Q. Okay. And so there's one I want to point out
18 specifically. It's this William HA dot-dot-dot for I
19 believe \$10,000. Again, going back to Exhibit 4, the
20 date on this -- -- so the date was 3/15. We saw a
21 William Harris here, five.

22 Would those -- would that transaction on the
23 journal be representative of this transaction here?

24 A. Yes, sir.

25 Q. Okay. So now I'm going to look at some other

1 documents kind of similar to the -- well, same thing from
2 the journal. Looking at Exhibit 7 there is a purchaser
3 named Dustin Barrows.

4 So a repayment of \$100,000 and \$20,000 stating
5 profit paid, do you understand what this transaction is?

6 A. Yes, sir, I believe so.

7 Q. What -- what is it to you, in your --

8 A. I believe that is the fulfillment of Dustin's
9 contract.

10 Q. Okay. And so I think I have the original as
11 exhibit 8?

12 MR. SCHROEDER: Can we just get the Bates
13 number?

14 BY MR. TURLEY:

15 Q. So Exhibit 8, this is dated 12/27, I believe.
16 So on 12/13, there's a purchase from Dustin Barrows for
17 \$100,000.

18 Would the -- would this be the original
19 purchase of the transaction we just looked at?

20 MR. BRADDOCK: Form.

21 A. Yes, sir. It looks to be so.

22 BY MR. TURLEY:

23 Q. Okay. I'm sorry. I know I'm asking a lot of
24 these questions over and over again, but I want to make
25 sure I understand.

1 A. Sure. Sure.

2 Q. So going back to Exhibit 7, there is listed as
3 cattle contracts. So right here, there's a -- there's
4 this group of transactions called cattle contracts with
5 profit paid being at the bottom.

6 Can you just describe what that is. Do you see
7 what I'm talking about?

8 A. Yes. Yes, that -- sorry, what was the question
9 again?

10 Q. Can -- can you describe what this group of
11 transactions was for?

12 A. Yes, it looks like those were contracts that
13 are being fulfilled.

14 Q. Okay. So I want to just point out Collins, I
15 think it's Caru and Trevor Horne. And then I just want
16 to look at Exhibit 9 and there's this group of
17 transactions on 12/10/2021. And we could see listed a
18 Collins OK dot-dot-dot and Trevor HOR, dot-dot-dot-dot.
19 Would this be the original purchase of those?

20 A. Yes, sir. It appears to be so.

21 Q. Okay.

22 MR. BRADDOCK: Can you get the number for
23 this?

24 MR. TURLEY: Oh, yes. Sorry.

25 MR. SCHROEDER: Thank you.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 BY MR. TURLEY:

2 Q. And then moving on these, this is -- well, do
3 you recognize this document?

4 A. Yes. I believe so.

5 Q. Okay. What do you recognize it to be?

6 A. It looks like it's a 2021 Schedule K-1.

7 (Whereupon Exhibit 10 was identified.)

8 Form 1065 for -- issued by Agridime, LLC for O'Reilly
9 Venture Group.

10 Q. Do you know what O'Reilly Venture Group is?

11 A. Yes. Greg O'Reilly, the owner of O'Reilly
12 Venture Group, is a minority owner in Agridime.

13 Q. Okay. Does he -- does either him or O'Reilly
14 Venture have any part in managing the company?

15 A. No, sir.

16 Q. Would you describe them as passive?

17 A. Greg lives here in Arizona. And I mean, I
18 guess technically as far as our LLC is formed because Jed
19 and I are majority owners. Jed owns 45, I own 45.

20 But he helps from time to time because he lives
21 here in Arizona. I've known him since I was 19. Since I
22 was 20 when I lived out here.

23 Q. So what does he do when he helps?

24 A. He's got a lot of connections in the Valley.
25 He's helped refer us to wholesale customers specifically.

1 Q. Okay. So I think we've talked a little bit
2 about this, but I want to look at some more documents,
3 now starting on Exhibit 11.

4 Do you recognize this document?

5 A. Not -- like I said, I'm -- I'm not a -- a
6 financial expert, or a financial expert but that looks
7 like it is a sheet from one of our tax returns.

8 Q. Okay. And so, yes, that's -- that's where we
9 got it from. We received it from you as part of your
10 production. Do you see this labeled: Balance sheet per
11 books, which means the balance sheets as of the books
12 based on your records.

13 And so I just kind of want to talk about -- you
14 see line 14 here, \$1.4 million. Do you see that?

15 A. Yes, sir.

16 Q. As your total assets for -- so this is for
17 year -- let's see.

18 MS. ANDERSEN: It looks like '21's.

19 MR. BRADDOCK: I don't see any 2021 on here.

20 MR. TURLEY: It's right here.

21 MR. FREIBURG: It says 2020.

22 MR. TURLEY: So it's 2020, a prior year,
23 Form 1065.

24 MR. BRADDOCK: Yeah. And just so the
25 record's clear, this is not the complete return but an

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 excerpt from that return.

2 MR. TURLEY: Yes. So that would mean the
3 beginning of the year would be January 1st, 2020, from
4 this side end of the year. Just to December 31, 2020.

5 So just here we have 1.4 million in total
6 assets. Then if we go back to -- I think it was
7 Exhibit 2, you have -- that's not Exhibit 2.

8 It's Exhibit 3. Sorry. Total assets of 135
9 million.

10 So that's pretty substantial growth.

11 Can you just give any -- so over -- you
12 know, 2020, 2021, '22 and part of '23, almost a hundred
13 times growth.

14 Can you just describe how that happens.

15 THE WITNESS: Definitely. As we spoke about
16 earlier, our robust supply chains and well-developed
17 distribution network really -- really was -- was
18 catapulted by the hold on of COVID.

19 And we've been able to put a lot more cattle
20 on feed, sell a lot more cattle, and -- and grow our
21 supply chains substantially. Especially in areas where
22 our competitors are underservicing or the big four
23 packers, specifically, have kind of left our producers
24 for dead. And we -- we were able to go in and -- and
25 take up that market share and -- and fill the void. So

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 really, kind of as a result of -- of good timing and a
2 lot of hard work and effort and really hats off to our
3 meat distribution team and our -- our operations team
4 that gets the cattle through the supply chain.

5 BY MR. TURLEY:

6 Q. So how would you say you financed the growth?
7 Like where did the money go?

8 MR. BRADDOCK: Objection, form, foundation.

9 THE WITNESS: I don't know if it would be --
10 financed, would be the right term for it. But we were
11 able to grow very quickly as a result of -- building our
12 distribution out as I mentioned. And the ability to feed
13 additional cattle, you know, we view cattle as -- as
14 inventory. And folks partnering with cattle with us
15 definitely helped that growth.

16 BY MR. TURLEY:

17 Q. Well, I guess my question comes back to like:
18 For example, we have here an inventory of \$121 million.

19 To purchase that inventory, that money would
20 have had to come from somewhere.

21 So where did that money come from?

22 MR. BRADDOCK: Form.

23 THE WITNESS: In large part, from cattle --
24 cattle that we sold.

25

1 BY MR. TURLEY:

2 Q. So your cattle contracts, just the various
3 contracts on that?

4 A. Well, yeah. Well, and -- and, you know, those
5 assets, you know, are predominantly made up of cattle and
6 meat, and that is a reflection of the growth of our --
7 our business and the growth of the cattle that we have on
8 feed and the growth of the cattle that we've continued to
9 buy and sell.

10 Q. Okay. I'm going back to the tax document,
11 Exhibit 11.

12 We see here, it says net income per books of
13 342,000.

14 So this is -- would be on December 31st, 2020.
15 Then I have the next year's document as well here. So
16 2021, it's the same document from the next year's filing
17 and we see here, there's a loss of 1.1 million and then
18 comparing it to the income statement we were provided as
19 well.

20 So this is cumulative for the entire period, so
21 from January 1st, 2021, to May 1st, 2023, so it looks
22 like there was around \$10 million in net income, like,
23 growth. Are you following?

24 A. I believe so.

25 (Whereupon Exhibit 12 was identified.)

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 Q. Okay. So it went from negative 1 million the
2 previous year, to -- well, at the end of 2021 to
3 12 million by May 4th?

4 MR. BRADDOCK: Objection, form.

5 BY MR. TURLEY:

6 Q. Just kind of: What happened to change the --
7 from that negative 1 million and that 300,000, what
8 happened to then that income then become 12 million?
9 Do you understand my question?

10 A. Yes, sir.

11 MR. BRADDOCK: Objection, form.

12 THE WITNESS: As far as how that goes, as I
13 mentioned earlier, our business is very cyclical. And
14 based on where inventories are at.

15 It's like at the end of the year and through
16 the fall, we were buying a lot of cattle which creates
17 liabilities and billing into the end of the year.

18 Naturally, we -- we watch that number and
19 that would be -- it increased, then, after, you know,
20 the -- throughout the winter, we sell cattle and are able
21 to make a lot of income. And actually, the springtime is
22 probably our busiest time of the year sales-wise as a
23 business. And really, that increase of that profit into
24 that time is -- is as a big result of our years of hard
25 work before that of building up our inventory so that it

1 essentially figuratively and physically be harvested.

2 MR. TURLEY: Okay.

3 MS. ANDERSEN: Take a second.

4 How much -- how many more questions do you
5 have?

6 MR. TURLEY: I -- I don't know. I mean,
7 I've got documents. I'm sorry.

8 MS. ANDERSEN: No, I'm just -- I'm
9 evaluating whether we should take a lunch break, or
10 plough through until one.

11 What do you guys --

12 MR. BRADDOCK: I'm super comfortable. I
13 have some built-in storage. But do you need a break for
14 lunch? Or would you rather keep going?

15 THE WITNESS: I'm good to go too. We can --
16 we can keep going.

17 MS. ANDERSEN: Okay, great. Do you need a
18 break?

19 MR. TURLEY: Yeah, a quick five-minute
20 break.

21 MS. ANDERSEN: Okay. Let's come back at
22 12:06.

23 (A brief recess was taken.)

24 MS. ANDERSEN: Okay. We can go back on the
25 record. Mr. Link, you are still under oath.

1 MR. TURLEY: Good to start?

2 MS. ANDERSEN: Yes.

3 BY MR. TURLEY:

4 Q. So just going to Exhibit 12 now. And I'll
5 note, this is just portions of this document. It's not
6 the full general ledger. But every page is going to have
7 a different -- like it's not going to be the same.

8 Do you recognize this document?

9 A. Yes, sir.

10 Q. Okay. So can you just quickly describe what it
11 is?

12 A. Yes. This is the Agridime, LLC general ledger
13 as of May 4th, 2023.

14 (Whereupon Exhibit 13 was identified.)

15 Q. Okay. So this -- I took a selection of the
16 general ledger which contains Worthington accounts.

17 Can you just describe what -- what are these
18 accounts?

19 A. These -- these are our bank accounts with
20 Worthington National Bank.

21 Q. Okay. So just here, there's a total of
22 \$410,000 being deposited in the first Worthington
23 account. Then on this next Worthington dealer account,
24 there's \$194 million being deposited. Then on the
25 Worthington meat sales account, there's 62 million. And

1 then finally on the Worthington operating account there's
2 50 million which equals I think around \$300 million being
3 deposited in these accounts. So I guess, who -- who
4 oversees the deposits of funds into these accounts? Or
5 who --

6 A. Sure. That would be Jed and Royana, primarily.
7 They're the -- the oversight of that. And I -- I have
8 received notifications as well on some deposits. I try
9 to -- try to just keep a really close eye on that as
10 well, being an owner. But Jed and Royana specifically
11 oversee, I guess, bank deposits per se. And putting --
12 and putting this ledger together.

13 BY MS. ANDERSEN:

14 Q. What is the Worthington custodial account for?

15 A. I believe that is an account that the USDA just
16 requires us to have. I actually think that they require
17 us to have it but require us not to use it. It's for one
18 of our certifications that we have, I believe, with them.

19 Q. Okay.

20 MS. ANDERSEN: Okay. Go ahead.

21 BY MR. TURLEY:

22 Q. And the same question on the opposite side.
23 Who would oversee or -- who would oversee the payments,
24 the outflow from these accounts?

25 A. That would be Royana as well, and then Jed and

1 I also kind of just -- account for that as well.

2 Q. Okay. And are there any controls in place
3 to -- are you familiar with the term internal control?

4 A. I don't believe so.

5 Q. So that would be to -- an internal control is
6 something that businesses have in accounting terms that
7 is used to protect assets so they're not misappropriated,
8 stolen.

9 What controls or protections do you have over
10 these accounts to make sure that the money is there?

11 MR. BRADDOCK: Objection, form.

12 THE WITNESS: We try to take a number of
13 approaches to -- to keeping our -- our financials
14 accountable. The -- the number one thing is -- is we do
15 our best to have monthly financial meetings with Jed and
16 myself, my wife, Royana, kind of our leaderships team
17 so to speak. And we're always constantly monitoring
18 the -- the incoming and outgoing of the accounts.

19 BY MR. TURLEY:

20 Q. Okay. Who's had access to the accounts? Like
21 who's the signatory on them?

22 A. I believe signers are myself and Jed, of
23 course. I think Royana is a signer as well. And our new
24 CFO, James, I believe, is also, right now -- I'd have to
25 look to see about any others. But I believe that's the

1 extent.

2 BY MS. ANDERSEN:

3 Q. What is James's last name?

4 A. Roberts.

5 Q. Where does he live?

6 A. He lives in the Fort Worth area. He works out
7 of our Fort Worth office.

8 MS. ANDERSEN:

9 Q. While Cody's pulling that up, I just have one
10 other question: After a purchaser purchases a cattle
11 contract, can they roll over their contract?

12 A. They cannot. It is a one-year contract. So
13 we -- we pay out every contract.

14 Q. So if they wanted to invest again, they would
15 have to cash out, and then use that money to purchase the
16 cattle contract again?

17 A. Yes. For the record, not invest but they're
18 able to get -- but they're able to -- yes, they'd have
19 to -- we'd have to pay them back and we would have to
20 purchase again.

21 Q. Okay.

22 MR. TURLEY: So actually I think that's most
23 of my questions and exhibits.

24 BY MR. TURLEY:

25 Q. I have a couple more questions just as I

1 thought about as we've talked.

2 So the original \$2,000 that you received from
3 the cattle contract purchase, do you -- does the company
4 consider that to be revenue?

5 A. I believe so.

6 Q. Okay. And so that's money that the company has
7 then earned? So would --

8 A. Sorry. I forgot the headphones.

9 Q. So in that situation you sell a cattle
10 contract, receive \$2,000, would that money ever then be
11 used to repay previous purchasers of cattle contracts at
12 their payout?

13 MR. BRADDOCK: Form.

14 THE WITNESS: I don't know. I'd have to --
15 not to my knowledge. But as I mentioned, I'm not the --
16 the numbers expert here. I don't believe so.

17 MR. TURLEY: Okay. That's all I have,
18 Sasha.

19 BY MR. FREIBURG:

20 Q. Do you know an individual by the name of Tyler
21 Wilson?

22 A. Yes, sir.

23 Q. Who is Tyler Wilson?

24 A. Tyler Wilson is someone who tried to purchase
25 cattle with us. He might have purchased cattle with us.

1 But he -- basically it turned into him harassing us. And
2 he was very invasive and -- anyway, he -- he was someone
3 who had attempted to buy cattle with us, harassed a lot
4 of our salespeople and myself included.

5 But I'm not sure if he purchased with us or
6 not.

7 Q. What was Tyler harassing you about?

8 A. He would continue to ask the same questions
9 over and over and over again. It appeared as if he was
10 trying to get us to step on third rails.

11 Q. What do you mean by that?

12 A. That's a term that is used when there --
13 someone is trying to get you in trouble.

14 Q. Okay. What kind of questions was he asking?
15 Could you provide some examples?

16 A. Well, he -- he just kept trying to make our --
17 our buying and selling of -- of contracts into something
18 that it's not. He would try very hard to put words in
19 our mouth. And he called basically every single person
20 in our company and questioned them as if he was an
21 interrogator. And he didn't introduce himself and was
22 very disrespectful in his tone.

23 Q. Okay. Were any purchasers of the cattle
24 contracts not paid via the advertised repayment schedule
25 of one year and 7 to 10 days?

1 A. No, sir. Not to my knowledge.

2 Q. Let me reorganize this briefly.

3 BY MS. ANDERSEN:

4 Q. While he's doing that: Does Agridime operate
5 under any other names?

6 A. We have a d/b/a called Open Range Tallow Co.
7 So that if EDAs are included in that, it would be that.
8 And then we have a recent d/b/a also that's Gilbert
9 Greens. I guess technically, they're -- I think they
10 might be an LLC by itself. But we're -- we're growing
11 that out of our compost, growing produce starters out of
12 our compost that we create from our cattle.

13 Q. Okay. So Open Range Tallow Co, I'm assuming
14 that's your tallow business?

15 A. Yes.

16 Q. And then Gilbert Greens, that's produce you're
17 growing from?

18 A. From the compost and manure.

19 Q. You don't have -- does Agridime have websites
20 under other names?

21 A. We've got agridime.com, agridimestore.com and
22 then there's a website for Open Range and Gilbert Greens.
23 But -- and then there's a website for Agridime Logistics.

24 But to my knowledge, that's all I can think of
25 off the top of my head.

1 Q. So it's not selling any cattle contracts under
2 other names?

3 A. No, ma'am. No, ma'am.

4 BY MR. FREIBURG:

5 Q. Okay. So at one point Sasha had asked if
6 individual heads of cattle tied to investors and you had
7 indicated yes. And you had also indicated that if a
8 purchaser had asked for your tag numbers for their
9 representative cattle, they would be provided, correct?

10 A. So we didn't say anything about investors.

11 Q. I apologize. I understand.

12 A. Sure. But if -- yes, if -- if -- if a customer
13 asked for ear tags, we issue those.

14 BY MR. FREIBURG:

15 Q. Okay. Now, what if some investors provided ear
16 tag numbers for their cattle but others were told they
17 cannot see their cattle. When they asked for a picture
18 of them, they were told that, quote/unquote, they were
19 mixed together?

20 MR. BRADDOCK: Form, foundation.

21 THE WITNESS: Once again, people are
22 purchasing cattle with us. It's not an investment.
23 But -- but I'm not -- I guess I -- I'd like for you to
24 clarify on -- on what you're saying there. Maybe could
25 you repeat what you said.

1 BY MR. FREIBURG:

2 Q. Sure. There may have been a purchaser that
3 asked to see a picture of the cattle that they purchased,
4 and they were told, no, that they were, unquote, mixed
5 together?

6 MR. BRADDOCK: Form.

7 THE WITNESS: I'm not sure who in our
8 organization said that or if they said that. However,
9 customers are always welcome to see a picture of their
10 cows or -- we are very much an open book when it comes to
11 that. And that is definitely not the case.

12 BY MS. ANDERSEN:

13 Q. Without ear tags, how does Agridime identify
14 which cow belongs to which purchaser?

15 A. Basically, just based on our numbering system.

16 BY MR. FREIBURG:

17 Q. Okay. So we're going to revisit Exhibit 2.

18 Okay. So we're going to revisit the commission
19 on cattle sales portion. You had indicated Justin
20 Williams, I believe, was an Arizona territorial
21 manager -- warehouse manager?

22 A. That is correct.

23 Q. Okay. Does he sell any cattle contracts?

24 A. Yes. He sells -- buys and sells cattle.

25 He is a -- one of our sales leaders.

1 Q. Okay. Why is he not reflected on the
2 commission for cattle sales list?

3 A. That's a good question. I don't know.

4 Q. Okay. Do you know how much commission Justin
5 Williams has received for selling these cattle contracts?

6 A. I don't know.

7 Q. By looking at this list, is there any other
8 sales representative for Agridime that is not represented
9 for having sold cattle contracts?

10 A. I do not know. And I wonder too if -- if that
11 was included in his salary or how that was included in
12 there. But I'd have to look deeper into these numbers
13 and -- and see the entire document to really -- to really
14 answer accurately to that.

15 Q. Are there any other employees of Agridime their
16 commission may have been combined with their salary?

17 A. I'm not sure. I'd have to -- we have
18 individual agreements with -- with each of our either
19 contract employees, contractors per se or W-2 employees
20 and then a lot of that varies between that. I'm -- I'm
21 definitely not the HR -- HR guy either. So I'd have to
22 ask our expert on -- on that.

23 Q. We're going to visit Exhibit 3. So under other
24 current liabilities, it states that there's 3,934,000 for
25 Harvest Return.

1 Can you explain that to me.

2 MR. BRADDOCK: Before you -- before we go to
3 witness answers, can you scroll out so you see the whole
4 page.

5 THE WITNESS: So a Harvest Return is
6 referring to cattle that Harvest Return has purchased
7 from us.

8 BY MS. ANDERSEN:

9 Q. What is Harvest Return?

10 A. They are a financial company.

11 BY MR. FREIBURG:

12 Q. So did they purchase cattle from you and then
13 sell it?

14 A. I'm not sure how Harvest Return's business
15 model works exactly. But they are a purchaser of a
16 cattle contract with us. Jed was the handler of that
17 relationship.

18 Q. Earlier on you had stated that Agridime had
19 purchased land recently; there was not cattle on it yet.

20 Where is that land?

21 A. That is in Illinois.

22 Q. What city in Illinois?

23 A. I believe Galesburg, Illinois. I'd have to
24 look at the -- it's that Galesburg, Illinois area.

25 Q. Okay. And looking back to when we were talking

1 about the six-month cattle contract sales, why were some
2 investors allowed to purchase six-month cattle contracts
3 but some could only purchase one-year cattle contracts?

4 A. So as a note, we don't have investors. But to
5 answer your question, people are allowed to purchase six
6 versus 12 months, just based on -- the 12-month contracts
7 purchase opportunity, we advertised online more heavily
8 than kind of elsewhere, word-of-mouth. And we only have
9 so many contracts that we're able to do at six months.
10 That's obviously a tighter window, so we don't have
11 nearly as many of those available. That's kind of just
12 based on a first come first served basis and we just
13 always offered those to our existing customers.

14 Q. Okay. Earlier on we were talking about
15 different insurances that Agridime possesses. What are
16 the names of some -- what are the names of some of the
17 insurance providers?

18 A. I'd have to ask our team on that. I don't have
19 that off the top of my head, any answer there.

20 Q. Can employees purchase cattle contracts?

21 A. Yes, sir.

22 Q. What Agridime branch does Royana Thomas work
23 out of?

24 A. Royana works out of our Fort Worth office.

25 Q. I'm going to show you what has been marked as

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 Exhibit 15. So for the Agridime, LLC dealer account, as
2 you see here, it shows \$15,609,060.81 in credits. How
3 did Agridime make that money in June 2023?

4 MR. BRADDOCK: Form.

5 MR. TURLEY: So are you may. Was the last
6 statement 5/31?

7 MR. BRADDOCK: You are correct.

8 THE REPORTER: Can we do one at a time,
9 please.

10 THE WITNESS: So yes. To clarify, this is
11 for June.

12 BY MR. FREIBURG:

13 Q. Correct. Yeah. June 1, 2023, through June 30,
14 2023, right where the curser is.

15 A. And can you repeat your question.

16 Q. Sure. So it shows that there were 83 credits
17 and a total of \$15,609,060.81. How did Agridime make
18 that money in June of 2023?

19 MR. BRADDOCK: Same objection.

20 THE WITNESS: That would have been through
21 cattle sales and meat sales. And I'm sure a number of
22 other -- you know, a sprinkling of other things.

23 BY MR. FREIBURG:

24 Q. Okay. And you had described it as commercial
25 livestock contracts.

1 Were commercial livestock contracts sold in
2 June of 2023?

3 A. Yes, I believe so.

4 Q. Okay. So that would be a portion of the
5 approximate 15.6 million credits?

6 A. Yes.

7 Q. Okay. Let's scroll on the page here. Would
8 you like me to zoom in or can you see this?

9 A. I can see that.

10 Q. Okay. So here I show an incoming wire on
11 June 13, 2023 for \$2.7 million. Can you explain what
12 that was for?

13 A. It does not have a description next to it. I'd
14 have to look at the ledger.

15 Q. So the same question here. Incoming wire on
16 June 16th, 2023, for \$2 million, do you know what that's
17 for?

18 A. I'd have to -- I'd have to look at the -- the
19 ledger on that one as well. It doesn't have a
20 description.

21 Q. So here we're looking at debits of money
22 flowing out of the account. I show an outgoing wire on
23 June 2, 2023 in the amount of \$2,745,600.00.

24 Do you know what that's for?

25 A. Once again, it -- no description there. I'd

1 have to look.

2 Q. So the question remains the same. For the
3 June 15th \$2.8 million wire outgoing, and then on
4 June 16th, a 1.742 million outgoing wire?

5 A. Once again, I don't know the exact -- what --
6 what the exact transaction that would be for. But I
7 would assume payment on cattle.

8 Q. Okay.

9 MR. BRADDOCK: So question on the exhibit:
10 Are the stars placed there by the Division?

11 MS. ANDERSEN: Yes. For the record, those
12 are internal markups by the Division.

13 BY MR. FREIBURG:

14 Q. Okay. And touching back on the credits here,
15 and I had asked, you know, if some of this money would
16 have been from commercial livestock contracts. Who would
17 have been selling these commercial livestock contracts in
18 June 2023, i.e. sales representatives?

19 A. Yes. Our -- our sales team.

20 Q. Okay. Is any of that sales team located here
21 Arizona?

22 A. Yes. Justin would be. Justin Williams is --
23 operates out of Arizona.

24 Q. Okay. And he had sold some of these commercial
25 livestock contracts?

1 MR. BRADDOCK: Form.

2 THE WITNESS: I do not know.

3 BY MR. FREIBURG:

4 Q. Okay.

5 A. During this time period of June?

6 Q. June 2023 specifically.

7 A. I do not know specifically during that time
8 period.

9 Q. Okay.

10 MR. FREIBURG: That's all I have, Sasha.

11 BY MS. ANDERSEN:

12 Q. How often does Jed Wood communicate with you
13 about his operations in Agridime?

14 A. Kind of just depends on how busy we both are
15 but we try to connect at least once a week. We have team
16 calls, and -- and team meetings on a weekly basis where
17 either my wife or I will have -- like we have a weekly
18 team meeting with our Texas warehouse to go over just
19 kind of important action items.

20 Jed will be on those calls. So of course,
21 there's weeks where we're not able to connect. But
22 really at least weekly, sometimes daily.

23 Q. How much insight do you have into the way Jed
24 Wood operates his side of Agridime?

25 A. A fair amount.

1 Q. Does -- do cattle purchasers for those cattle
2 contracts, is their only role to provide capital?

3 MR. BRADDOCK: Objection, form.

4 THE WITNESS: Not necessarily. It depends
5 on who -- who the customer is. You know, they -- they --
6 we've got a lot of people that purchase cattle with us
7 that are industry professionals. And even, you know,
8 they've done it their whole lives or they're fifth
9 generation cattle ranchers. A lot of those guys give us
10 advice or we could, you know, partner on where they're
11 fed at, or you know, feed them in a specific spot or feed
12 them at their location. So it really kind of just
13 depends on a situation-by-situation basis.

14 BY MS. ANDERSEN:

15 Q. If Agridime is able to guarantee 20 percent
16 profit on cattle purchases, why does it need outside
17 capital?

18 A. We have chosen to retain our company equity for
19 the option to assert institution financing to grow our
20 distribution as really the next growth phase of our
21 company.

22 We view cattle as inventory. So we feel like
23 it's the wisest business decision to maintain our company
24 equity to grow our operation as opposed to grow our
25 inventory. Therefore, we've -- we've -- allowing outside

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

1 folks to purchase cattle and -- and we're giving them
2 a -- a good purchase price back for us has been a great
3 way to grow our inventory but maintain our equity for
4 institutional financing if necessary.

5 Q. Why doesn't the rest of the beef industry offer
6 the same deal where you can purchase a cow and get
7 20 percent return?

8 A. That -- that's a great question. It's really
9 kind of a -- a lot of feed yards and packers essentially
10 do do that. We have just kind of set it in a unique way
11 or -- or put it in a very -- marketed it in a more
12 condensable -- what's the word? -- comprehensible format,
13 whereas buying cattle has been kind of like a foreign
14 thing to people for a long time. And I think we've
15 just -- we're doing the same thing that cattle feeders
16 and -- and ranchers have done all of our lives. Just
17 doing it in a more -- kind of a 2023 format.

18 BY MR. TURLEY:

19 Q. What would happen to your operations if you
20 were no longer able to sell cattle contracts?

21 A. We would go on and continue to operate our
22 supply chains as they are. And we'd continue to buy and
23 sell cattle on our own. And, you know, there's --
24 there's a number of other ways to continue to buy and
25 sell cattle and -- and put food on people's tables.

1 Q. How would you finance it?

2 A. We've got a very strong equity position as a
3 company and really good sales. Really good growth. So
4 there's a number of institutions that we could seek
5 institutional financing with that I think would be -- you
6 know, we've actually had a number of -- of banks that
7 would -- that solicited our business, that would like to
8 do business with us. So that's definitely an option for
9 us in the future.

10 BY MS. ANDERSEN:

11 Q. Don't those banks offer better terms than
12 20 percent interest?

13 MR. BRADDOCK: Form, foundation.

14 THE WITNESS: Yes, in a lot of ways. I
15 mean, actually it used to be a lot more attractive
16 before, you know, interest rates have gone up now
17 considerably and really tripled in the last three years.
18 So it's not nearly as attractive as it -- as it used to
19 be. But yes, in essence, however with this just being a
20 one-year contract for us, the paperwork encumbrance and
21 the labor opportunity cost for that for us was really a
22 factor. Especially with, you know, like I said, it being
23 a one-year contract term.

24 And so we really have to factor that labor
25 cost into our costs, especially in our back of office end

1 of the things -- and the cattle end of things. So really
2 by the time you go through those extra steps with the
3 institutional side of things, it kind of comes out to be
4 apples to apples if we're able to just handle it
5 internally.

6 BY MS. ANDERSEN:

7 Q. How much decision-making authority does your
8 wife have over Agridime?

9 MR. BRADDOCK: That's an excellent --
10 limiting the scope on that.

11 THE WITNESS: What a loaded question.

12 She -- she is my wife and she has a ton of
13 decision-making authority. However, ultimately, Jed and
14 I are 45 percent, 45 percent owners of Agridime and we're
15 the -- kind of where the buck stops with
16 decision-making-wise.

17 MS. ANDERSEN: Do you guys have anything?

18 MR. BRADDOCK: No.

19 MS. ANDERSEN: Is there anything you'd like
20 to put on the record?

21 MR. BRADDOCK: No.

22 MS. ANDERSEN: Okay. We can go off the
23 record.

24 (Whereupon the proceeding concluded at 12:48
25 p.m.)

1 STATE OF ARIZONA)
) ss.
2 COUNTY OF MARICOPA)

3

4 BE IT KNOWN that the foregoing proceedings
5 were taken before me; that the foregoing pages are a
6 full, true, and accurate record of the proceedings, all
done to the best of my skill and ability; that the
proceedings were taken down by me in shorthand and
thereafter reduced to print under my direction.

7 I CERTIFY that I am in no way related to any
8 of the parties hereto nor am I in any way interested in
the outcome hereof.

9 I CERTIFY that I have complied with the
10 ethical obligations set forth in ACJA 7-206(F)(3) and
ACJA 7-206(J)(1)(g)(1) and (2).

11

Dated: This 15th day of August, 2023.

12

13

Andres E. Anaya

14

ANDRES E. ANAYA

15

Certified Reporter No. 50964

16

17 I CERTIFY that GLENNIE REPORTING SERVICES, LLC,
18 INC., has complied with the ethical obligations set forth
in ACJA 7-206.

19

20

21

22

23

Lisa G. Glennie

24

GLENNIE REPORTING SERVICES, LLC
Registered Reporting Firm
Arizona RRF No. R1034

25

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

EXHIBIT E-6

JUSTIN WILLIAMS - 10/18/2023

1

1 BEFORE THE ARIZONA
2 CORPORATION COMMISSION
3 SECURITIES DIVISION
4 IN THE MATTER OF THE) FILE NO. EF-9585
 INVESTIGATION OF:)
5)
 AGRIDIME, LLC)
6)

7
8 EXAMINATION UNDER OATH OF JUSTIN WILLIAMS
9

10 Phoenix, Arizona
11 October 18, 2023
12 9:00 a.m.

13
14
15
16
17
18
19
20
21
22
23

24 Glennie Reporting Services, LLC Prepared by:
 1555 East Orangewood Avenue Andres Efren Anaya, RPR
25 Phoenix, Arizona 85020 CR No. 50964

 GLENNIE REPORTING SERVICES, L.L.C.
 602.266.6535 www.glennie-reporting.com

APP 0297

JUSTIN WILLIAMS - 10/18/2023

2

1 INDEX TO EXAMINATIONS

2 Witness Page

3 JUSTIN WILLIAMS

4 DIRECT EXAMINATION BY MS. ANDERSEN: 5

5

6 INDEX TO EXHIBITS

7 No. Description Marked/Identified

8 Exhibit 1 Livestock Contract 3693 dated 29
January 29th, 2022

9 Exhibit 2 Livestock Contract 4476 dated 31
10 July 1, 2022

11 Exhibit 3 Livestock contract 4886 dated 31
September 30, 2022

12 Exhibit 4 Livestock Contracted 77119 34
13 dated April 24, 2023

14 Exhibit 5 Livestock Contract 7409 dated 41
May 3, 2023

15

16

17

18

19

20

21

22

23

24

25

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0298

JUSTIN WILLIAMS - 10/18/2023

3

1 EXAMINATION UNDER OATH OF JUSTIN WILLIAMS,
2 taken on October 18, 2023, commencing at 9:00 a.m., at
3 the Arizona Corporation Commission, Securities Division,
4 1300 West Washington Street, Third Floor, Phoenix,
5 Arizona, before Andres Efren Anaya, Certified Reporter
6 No. 50964.

7
8 APPEARANCES:

9 For the Securities Division:

10 BY: Mark Dinell, Director
11 Sasha Andersen, Enforcement Attorney
12 Holly Wan, Enforcement Attorney
13 Chet Taylor, Enforcement Attorney
14 Cody Turley, Chief Accountant
15 Jordan Frieberg, Investigator
16 Securities Division
17 1300 West Washington Street, Third Floor
18 Phoenix, Arizona 85007-2996

19
20 FOR THE RESPONDENT:

21 BY: Cory L. Braddock, Esq.
22 Zachary Schroeder, Esq.
23 SNELL & WILMER
24 One East Washington Street #2700
25 Phoenix, AZ 85004
(602) 382-6336
Cbraddock@swlaw.com

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0299

JUSTIN WILLIAMS - 10/18/2023

4

1 MS. ANDERSEN: This is part of an inquiry by
2 the Securities Division of the Arizona Corporation
3 Commission in the matter of Agridime, LLC. Enforcement
4 File No. 9585, in order to determine if there has been
5 full compliance with the Securities Act of Arizona and/or
6 the Arizona Investment Management Act.

7 The information obtained today may reveal
8 violations of statutes outside of these two acts.

9 Persons present for the Division are myself,
10 Sasha Andersen, enforcement counsel for the Division;
11 Cody Turley, chief accountant for the Division; and
12 Jordan Frieberg, investigator for the Division.

13 I will let everybody else introduce
14 themselves for the record.

15 THE WITNESS: Justin Williams.

16 MR. BRADDOCK: Cory Braddock with Snell &
17 Wilmer on behalf of Justin Williams.

18 MR. SCHROEDER: Zack Schroeder with Snell &
19 Wilmer on behalf of Justin Williams.

20 MS. ANDERSEN: And Holly Wan, an enforcement
21 attorney for the Division will be observing today.

22 MR. BRADDOCK: And before we start, I do
23 want to make one objection. I think we're past the
24 investigation stage. I think this is an action. And
25 that's -- I just want that to be the record.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0300

JUSTIN WILLIAMS - 10/18/2023

5

1 MS. ANDERSEN: Okay. Your objection is
2 noted for the record.

3

4 JUSTIN WILLIAMS,
5 called as a witness, having been duly sworn, was examined
6 and testified follows:

7

8 DIRECT EXAMINATION

9 BY MS. ANDERSEN:

10 Q. Mr. Williams, you have the right to refuse to
11 answer any questions if you think the answer may tend to
12 incriminate you.

13 You have the right to refuse to produce any
14 private papers that you feel may tend to incriminate you.

15 If you choose to be represented by Snell &
16 Wilmer, who has also represented other parties in this
17 investigation, you should be aware that a possible
18 conflict of interest may exist on the part of such
19 counsel, that is to say that the facts developed during
20 this investigation as revealed to such counsel may result
21 in a situation where counsel is required to choose
22 between competing positions with the result that he may
23 not be able to objectively represent both interests?

24 MR. BRADDOCK: Sasha, I -- I'd ask you not
25 to give legal advice to my client.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0301

JUSTIN WILLIAMS - 10/18/2023

6

1 MS. ANDERSEN: Okay. This isn't legal
2 advice.

3 BY MS. ANDERSEN:

4 Q. We are just bringing this to your attention --

5 MR. BRADDOCK: It is.

6 BY MS. ANDERSEN:

7 Q. -- to advise you of your independent right to
8 counsel of your own choosing. It is not intended to
9 dissuade you from engaging a particular attorney nor do
10 these comments directly or indirectly reflect upon the
11 character or integrity of Snell & Wilmer.

12 Are you aware of the possible conflicts that
13 may arise in connection with Snell & Wilmer, if any?

14 A. Yes.

15 Q. Do you still wish to be represented by Snell &
16 Wilmer?

17 A. Yes.

18 Q. The reporter will go off the record at my
19 direction. If you or your attorney would like to go off
20 the record, tell me and I will try to accommodate you.

21 The reporter will note for the record each time
22 you consult with your attorney before answering. This is
23 done to ensure an accurate record.

24 Because your testimony is being recorded by a
25 reporter, please respond verbally as opposed to nodding

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0302

JUSTIN WILLIAMS - 10/18/2023

7

1 or shaking your head.

2 Also, let me finish asking questions before you
3 answer so two people will not be speaking at once.

4 If you don't hear a question or don't
5 understand a question, say so, and the reporter will
6 repeat it or I will explain the question further.

7 You are under oath so any false statements you
8 make may be criminally prosecuted as perjury.

9 Do you understand what I have explained to you?

10 A. Yes.

11 Q. Are you on any medication today or under any
12 physical disability that might interfere with your
13 ability to answer questions?

14 A. No.

15 Q. And please state your full name?

16 A. Justin Kenneth Williams.

17 Q. Have you ever used any other name?

18 A. No.

19 Q. What is your home address?

20 A. [REDACTED].

21 MR. SCHROEDER: Sasha, could we also get on
22 the record that someone else has walked into the room.

23 MS. ANDERSEN: Yes. For the record, Chet
24 Taylor, an enforcement attorney for the division has also
25 joined us just to observe.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0303

JUSTIN WILLIAMS - 10/18/2023

8

1 BY MS. ANDERSEN:

2 Q. How long have you lived at your home address?

3 A. I moved in mid-2020, June or July, somewhere in
4 there.

5 Q. Where did you live previous to that?

6 A. I lived in Gilbert. [REDACTED]

7 Q. How long did you live there?

8 A. From 2014 to 2020.

9 Q. And what is your home telephone or cell phone
10 number?

11 A. Cell phone number is [REDACTED]

12 Q. Do you currently have any other addresses?

13 A. No.

14 Q. Please state your work history for the past ten
15 years?

16 A. For the past ten years? So I started working
17 with Grainger Industrial Supply in 2011. I was there
18 from 2011 to 2014.

19 In 2014, I then began working for Aerotek, it's
20 a recruiting staffing agency. I left there late 2020.

21 I worked for a few months at Skyline Steel. It
22 was a industrial steel fabricator and erector.

23 And then in April of '21, I began working at
24 Agridime.

25 Q. What is your educational history from high

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0304

JUSTIN WILLIAMS - 10/18/2023

9

1 school forward?

2 A. Just a couple college classes.

3 Q. I'm going to ask you to confirm the last four
4 digits of your Social Security number; however, under the
5 federal right to privacy act, you are not obligated to
6 reveal your Social Security number. If you do answer,
7 the information will only be used for identification
8 persuasions.

9 Are the last four digits of your Social
10 Security number [REDACTED]?

11 A. Yes.

12 Q. What is your current job title?

13 A. Operations manager.

14 Q. At Agridime?

15 A. Yes.

16 Q. Do you have a business phone number?

17 A. No. I use my phone.

18 Q. Are you a registered broker/dealer?

19 A. No.

20 Q. Securities salesman?

21 A. No.

22 Q. Registered investment advisor?

23 A. No.

24 Q. Do you hold any state licenses other than a
25 driver's license?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0305

JUSTIN WILLIAMS - 10/18/2023

10

1 A. No.

2 Q. Have you given any prior testimony in
3 connection with Agridime?

4 A. No.

5 Q. Are you connected to any other businesses?

6 MR. BRADDOCK: Objection, form.

7 You can answer if you -- you can answer.

8 THE WITNESS: No.

9 BY MS. ANDERSEN:

10 Q. Are the officer or director of any corporation?

11 A. No.

12 Q. Have you taken any courses in investments?

13 A. No.

14 Q. Have you ever been arrested?

15 A. Yes.

16 Q. For what?

17 A. DUI.

18 Q. Were you indicted on that?

19 MR. BRADDOCK: Objection, form.

20 You can answer, if you know.

21 THE WITNESS: What does "indicted" mean?

22 BY MS. ANDERSEN:

23 Q. Were you charged with a DUI?

24 A. Charged, yes.

25 Q. Were you convicted?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0306

JUSTIN WILLIAMS - 10/18/2023

11

1 A. No.

2 Q. Have you ever been the defendant in a civil
3 lawsuit?

4 A. No.

5 Q. Have you ever been the subject of an
6 investigation by any government agency?

7 A. No.

8 Q. And what is your date of birth?

9 A. [REDACTED] 90.

10 Q. Where were you born?

11 A. In Arizona.

12 Q. What is your marital status?

13 A. Married.

14 Q. And what is your spouse's name?

15 A. Sierra.

16 Q. How long have you been married?

17 A. Three years this month.

18 Q. What vehicles do you own?

19 A. I own a 2009 Dodge Ram pickup truck and a 2016
20 Subaru Legacy.

21 Q. Have you ever filed for bankruptcy?

22 A. No.

23 Q. Tell me more about being the operations manager
24 at Agridime?

25 A. What would you like to know about it?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0307

JUSTIN WILLIAMS - 10/18/2023

12

1 Q. What does your day-to-day look like?

2 A. My day-to-day varies quite a bit as the
3 operations manager. I have a hand in a lot of different
4 parts of the business.

5 So first and foremost, I kind of oversee all
6 warehouse operations. Agridime does sell direct to
7 consumer nationwide. Our Gilbert, Arizona warehouse
8 fulfills all west coast officers out of there, so I'm --
9 I ensure that our team is getting out all the orders in a
10 timely manner, getting them picked correctly.

11 Managing inventory records, ordering any new
12 product that we need from our Texas warehouse or Kansas
13 warehouse to be sent trucked to us.

14 We also started manufacturing a cosmetic line,
15 so we take the kidney fat from the cattle that we raise
16 and turn it into tallow and we could make lotions, lip
17 balms, hand soaps, things of that nature.

18 So helping hire for that team, getting them up
19 and running, help them with efficiencies, development of
20 a new product as well as help them just boots on the
21 ground with actually manufacturing and package.

22 I work a lot with our marketing team, coming up
23 with new add sets, new demographics we may want to
24 target, new sales ideas that we want to run.

25 I also work with a lot of Arizona ranchers. I

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0308

JUSTIN WILLIAMS - 10/18/2023

13

1 go out and meet with these ranchers when they have cattle
2 that they want to sell, and bid those cattle along with
3 Josh Link.

4 Those are some of the many things I do.

5 Q. Can you give us the names of some of the
6 ranchers you work with?

7 A. Yeah. B [REDACTED], Je [REDACTED].

8 Q. I'm sorry. Can you spell that real quick for
9 the --

10 A. Yeah, J [REDACTED], J- [REDACTED]. Last name is
11 [REDACTED]. B [REDACTED]. Me [REDACTED] spelled the same way.
12 A [REDACTED], JT [REDACTED]. There's a ranch
13 up in Kingman, I'm forgetting their name right now.

14 Q. And you said that you helped out with
15 advertisements?

16 A. Mm-hmm. Yes.

17 Q. Is the Facebook video advertising the sale of a
18 cow for \$2,000, were you involved in that?

19 A. No, I was not.

20 Q. Do you sell anything at Agridime?

21 A. Yes.

22 Q. Tell me more about that?

23 A. I sell our meat products. I do a lot of
24 wholesales to restaurants, butcher shops, distribution
25 centers, mainly here in the Phoenix Valley. I do have a

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0309

JUSTIN WILLIAMS - 10/18/2023

14

1 couple customers in Texas that I sell to.

2 I assist with acquisition of new customers for
3 our cosmetic lines for the tallow products.

4 We recently started growing and harvesting
5 micro greens as well as house plants and produce. And so
6 I've been working with that team to help them get new
7 customers so we could sell house plants to nurseries,
8 things like that. Sell the micro greens as a finished
9 product to restaurants.

10 And then, I also sell cattle contracts.

11 Q. How long have you been selling the cattle
12 contracts?

13 A. Since some time in 2021.

14 Q. Who is your boss?

15 A. Joshua Link.

16 Q. Do you report to anyone else?

17 A. Not directly.

18 Q. What is your relationship to Joshua Link?

19 A. He is my brother-in-law's brother-in-law.

20 Q. Do you have a relationship with Jed Wood?

21 A. No.

22 Q. How often do you communicate with Josh Link?

23 A. Pretty much every day, Monday through Friday.

24 Q. How did you come to work at Agridime?

25 A. I was working at the Skyline Steel company. I

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0310

JUSTIN WILLIAMS - 10/18/2023

15

1 was looking for a change. I grew up in the ag industry.
2 I was wanting to get back into it. I wasn't sure what
3 capacity that was going to look like.

4 Josh Link had mentioned that he wanted to open
5 a west coast distribution center. And so it just kind
6 of -- the timing worked out well where I was looking and
7 he was needing someone to hire in the area.

8 Q. Have you always been the operations manager?

9 A. Started off as warehouse manager.

10 Q. And then how did you come to be the operations
11 manager?

12 A. As we've grown, since the inception of our
13 warehouse, my duties have just evolved to oversee more
14 facets of the business.

15 I have since hired someone to directly manage
16 the warehouse and the warehouse team. And as I said, my
17 duties have just grown to oversee more.

18 Q. Do you have any salesman underneath you?

19 A. No. No people that have a title of salesman.
20 I try to teach all the people there how to do some sales
21 to restaurants. So our delivery drivers, I've helped
22 them get accounts and I taught them some basics of sales.
23 The warehouse manager, I've helped him do some sales. I
24 thought it was a good thing to do so they could get some
25 commission as well.

JUSTIN WILLIAMS - 10/18/2023

16

1 Q. Do you have anyone that also sells cattle
2 contracts?

3 A. Do I have anyone that sells cattle contracts?

4 Q. Underneath you or that works with you?

5 A. No, not underneath me. There are other people
6 in the company that I worked alongside that settle cattle
7 contracts.

8 Q. In the west region?

9 MR. BRADDOCK: Objection, form.

10 THE WITNESS: Not to my knowledge, no.

11 BY MS. ANDERSEN:

12 Q. Tell me about your pay structure?

13 A. Salaried. I get paid bi-monthly. And
14 commission is bi-monthly as well.

15 Q. How does the commission work?

16 A. I earn a percentage of commission based on the
17 products that I sell.

18 Q. What is your salary?

19 A. 115.

20 Q. How much commission do you get for cattle
21 contracts?

22 A. Ten percent.

23 Q. Does that number go up the more you sell?

24 A. No.

25 Q. Do you have quarterly goals?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

17

1 A. For sales?

2 Q. For cattle contract sales?

3 A. No.

4 Q. Do you have any yearly goals or any kind of
5 goals for cattle contract sales?

6 A. No.

7 Q. Do you get any kind of bonuses for selling
8 cattle contracts?

9 A. Outside of the commission, per cattle contract,
10 no.

11 Q. Do you get bonus -- other bonuses?

12 A. Yes.

13 Q. Explain those, please?

14 A. I get a year-end bonus based off of the
15 wholesale sales that I do for meat sales.

16 Q. Cattle contracts are not included in that?

17 A. No.

18 Q. How are you paid?

19 A. What do you mean?

20 Q. Checks? Direct deposit?

21 A. Direct deposit.

22 Q. How much have you earned, including commission,
23 in the past two years?

24 A. I don't know that number off the top of my
25 head.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0313

JUSTIN WILLIAMS - 10/18/2023

18

1 Q. Less than 300,000?

2 A. I don't want to speculate. I don't -- I don't
3 know the number off the top of my head.

4 Q. Do you have a ballpark?

5 MR. BRADDOCK: Objection, form.

6 THE WITNESS: No. I -- I can't -- I don't
7 know off the top of my head.

8 BY MS. ANDERSEN:

9 Q. Do you know if it's less than 500,000?

10 A. In just commissions tied to cattle contracts?

11 Q. No. Altogether?

12 A. All commissions?

13 Q. All commissions and salary?

14 A. I really can't say.

15 Q. What kind of training have you received at
16 Agridime?

17 MR. BRADDOCK: Form.

18 Go ahead. You could answer.

19 THE WITNESS: Okay. Training in regards to
20 what?

21 BY MS. ANDERSEN:

22 Q. Selling cattle contracts?

23 A. Specifically cattle contracts?

24 Josh Link was the one that had explained cattle
25 contracts to me, how they work. I listened to him sell a

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0314

JUSTIN WILLIAMS - 10/18/2023

19

1 few. And he sat along with me while I sold the first few
2 of them.

3 Q. So what did he explain to you about the cattle
4 contracts?

5 A. Just how they -- how they work, all the facets
6 of it.

7 Q. So how do they work?

8 A. So an individual is able to purchase a cattle
9 in our supply chain for \$2,000. At one year and
10 seven days, they sell that cattle back to us for a profit
11 of either 15 or 20 percent depending on how many cattle
12 they purchase on our supply chain.

13 Q. What's the threshold to get from 15 percent to
14 20 percent return?

15 A. 100,000. 50 a head.

16 Q. Do you have a sales script?

17 A. No.

18 Q. So what does Agridime have you tell potential
19 purchasers of cattle contracts?

20 MR. BRADDOCK: Form. Foundation.

21 THE WITNESS: In addition to what I had just
22 mentioned is what I tell them. I also let them know we
23 have liability insurances covering all parts of our
24 supply chain. So if there was death, loss, or anything
25 like that, any act of God, transportation, deaths

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0315

JUSTIN WILLIAMS - 10/18/2023

20

1 anything like that, they're covered.

2 We hold USDA level, state level, national
3 level bonds should anything happen to Agridime as a
4 company, that covers the contracts.

5 And they can wire money, they can send a
6 check. That's all -- I mean, that's all I could think of
7 without further questions.

8 BY MS. ANDERSEN:

9 Q. When you say you tell them Agridime has
10 liability insurance of an act of God or something
11 happens, they're covered; what do you mean by "they're
12 covered"?

13 A. We have insurance on all of our animals through
14 all the supply chains, so if an animal dies, we could
15 file an insurance claim and get money back on that
16 animal.

17 Q. So in that event, would they be paid back their
18 principal, or they would also get their return?

19 MR. BRADDOCK: Objection, form.

20 THE WITNESS: We will replace the animal
21 with another one that is in our supply chain that is not
22 currently under a contract.

23 BY MS. ANDERSEN:

24 Q. And then, do they get 2,400 back?

25 A. They will --

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0316

JUSTIN WILLIAMS - 10/18/2023

21

1 MR. BRADDOCK: Objection, foundation. Form.

2 THE WITNESS: They will get the initial
3 agreed upon profit that was signed in their contract.

4 BY MS. ANDERSEN:

5 Q. Okay. So if they originally were supposed to
6 get 2,400, their cow dies, you guys replace it, they'll
7 still get 2,400?

8 A. Yes.

9 Q. Do you discuss any risks?

10 A. I let them know that -- about the liability
11 insurance, the USDA level, state bonds. We hedge the
12 cattle on the open market and we buy them accordingly to
13 make sure that we're locking in our profit ahead of time.
14 So even if that cattle has a slower rate of gain or
15 anything like that, our -- our profit's locked in on
16 those.

17 Q. Tell me more about hedging the cow on the open
18 market?

19 A. I'm not the right person to explain hedging.

20 Q. Well, what would you tell a customer?

21 A. That we hedge them on the open market based on
22 the future's price for cattle through the Chicago
23 Mercantile Exchange.

24 Q. And if a customer said, what's hedging, what
25 would you tell them?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0317

JUSTIN WILLIAMS - 10/18/2023

22

1 MR. BRADDOCK: Objection, form. Foundation.

2 THE WITNESS: I've never had a customer ask
3 that of me before. But if I did, I would probably have
4 Josh Link answer that one for me. I am -- I'm not the
5 person to teach someone about hedging.

6 BY MS. ANDERSEN:

7 Q. Where do you find potential purchasers of
8 cattle contracts?

9 A. Primarily they call in. They're -- they email
10 a general Agridime email account.

11 Q. How do they find out about the cattle
12 contracts?

13 MR. BRADDOCK: Form.

14 THE WITNESS: I mean, I -- I can't say how
15 they all find out about it. I mean, I've had some people
16 that were referred to us. Their friends or parents or,
17 you know, someone -- acquaintance of them has done it
18 before and they have called in.

19 The Facebook video, I know people had heard
20 about it through there. As far as any other avenues,
21 I -- I don't know.

22 BY MS. ANDERSEN:

23 Q. So when someone who's interested in purchasing
24 a cattle contract goes through the website, do you get
25 notified directly or do you get assigned to this person?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0318

JUSTIN WILLIAMS - 10/18/2023

23

1 How does that work?

2 A. What do you mean "goes through the website"?

3 Q. So if they send an email through the website
4 saying they're interested in purchasing a cattle, how do
5 you get them?

6 A. The -- any leads that are generated through
7 that email account, do not come to me. They go through
8 Josh Link. They may go to others, I'm unaware. And then
9 they get divvied out from there.

10 Q. So would Josh Link typically be the one that
11 says, Hey, Justin this person is interested in purchasing
12 cattle, will you please talk with them?

13 A. Yes.

14 Q. Walk me through a pitch. Say I emailed
15 Agridime. I'm interested. Josh put us in contact. Now
16 what?

17 A. Yeah. So I will generally call the individual,
18 let them know that they we received an inquiry that they
19 had emailed in about. I usually start off asking if they
20 have any questions. I just don't want to word vomit
21 if -- if they have direct questions they need answers to,
22 so I let them ask what questions they have.

23 I go through explaining to them what we've
24 already discussed here today. I let them know I will
25 send them a sample contract so they could look at the

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0319

JUSTIN WILLIAMS - 10/18/2023

24

1 language in it and tell them to either give me a call
2 back or send me an email if they'd like to do one.

3 Q. Is there any other paperwork they have to fill
4 out?

5 A. No.

6 Q. Does Agridime encourage purchasers to reinvest
7 after their contract has been paid out?

8 A. No. And it's not -- they're not investing with
9 us, they are purchasing cattle --

10 Q. Of course.

11 A. -- in our supply chain and selling it back to
12 us. It's -- they're not -- they're not investing,
13 they're not buying ownership in Agridime or anything of
14 the nature. Once we pay out a contract, if they would
15 like to purchase another one, that is up to them.

16 Q. So Agridime never encourages purchasers to
17 purchase more cattle contracts --

18 MR. BRADDOCK: Form.

19 BY MS. ANDERSEN:

20 Q. -- once they cash out?

21 MR. BRADDOCK: Objection, form.

22 THE WITNESS: I do not -- I do not try to
23 persuade them or whatever the word was that you used, no.

24 BY MS. ANDERSEN:

25 Q. Are you aware of anyone at Agridime encouraging

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

25

1 purchasers to repurchase cattle contracts?

2 A. I am not aware.

3 Q. Do you know if purchasers are offered more
4 favorable terms if they do repurchase cattle contracts?

5 A. That has not been my experience.

6 Q. Do you have authority to sign the cattle
7 contracts?

8 A. They are DocuSigned. Josh Link as the signer.

9 Q. Do you ever sign them?

10 A. Through DocuSign, yes.

11 Q. Under what circumstances would you sign through
12 DocuSign instead of Josh?

13 A. If he is unavailable to do so.

14 Q. Do you need Josh's permission to do that?

15 A. I don't know if I'd say permission. I always
16 let him know that a cattle contract is in process, and
17 that a DocuSign is being sent to them. But I do not
18 specifically ask for permission.

19 Q. Do you run all deals through Josh?

20 MR. BRADDOCK: Objection, form.

21 THE WITNESS: Generally, yes. That -- I
22 mean, there may have been some in the past that he was
23 unavailable and -- and I told him about it the next time
24 that I got to speak with him.

25 MR. BRADDOCK: Sasha, just so -- maybe I

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0321

JUSTIN WILLIAMS - 10/18/2023

26

1 could help with minimizing objections. When you're
2 asking about sales or deals or contracts, you're just
3 focused on the cattle contracts?

4 MS. ANDERSEN: Correct.

5 MR. BRADDOCK: Okay. So if you're asking --
6 why don't we just work off the convention that that's
7 what you're asking off and then I won't object to the
8 form of the question. And if you have any questions
9 about meat sales or lip balm or any of that, you will
10 specify?

11 MS. ANDERSEN: Yes.

12 MR. BRADDOCK: Thank you.

13 BY MS. ANDERSEN:

14 Q. Do you have authority to offer discounts on
15 cattle contracts?

16 A. No.

17 Q. What about more favorable returns on cattle
18 contracts?

19 MR. BRADDOCK: Objection, form.

20 THE WITNESS: Profits, no.

21 BY MS. ANDERSEN:

22 Q. So if a purchaser does a really big deal, a
23 purchaser wanted to buy \$500,000 worth of cattle
24 contracts and they said, but I'll only do it if I get 25
25 percent profit, what would you do?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0322

JUSTIN WILLIAMS - 10/18/2023

27

1 A. I would call Josh Link and see if he wants to
2 do that.

3 Q. Does Josh Link do that on occasion?

4 A. Do what?

5 Q. Correct.

6 Does Josh Link offer more unfavorable profits
7 on occasion?

8 A. I can't speak to Josh Link's contracts that
9 he's done with purchasers that he speaks with.

10 Q. You've never encountered that?

11 A. I've never encounter that. I've had customer's
12 request higher profits and I go to Josh and he either
13 says "yes" or "no."

14 Q. Has he ever said "yes"?

15 A. Yes.

16 Q. When did you become aware of the temporary
17 cease-and-desist order against Agridime?

18 A. I believe it was late April.

19 Q. Does April 19th, 2023, sound about the date
20 that Agridime may have been served?

21 A. I can't be sure of the date. I was on vacation
22 with my family in April. I believe I found out about it
23 when I returned from vacation.

24 Q. So you would have found out about it in late
25 April?

JUSTIN WILLIAMS - 10/18/2023

28

1 A. Sometime in 6check April.

2 Q. What were you told about the order?

3 MR. BRADDOCK: Objection.

4 You can answer that question to the extent
5 it's what you learned from Agridime about the order. But
6 I'm going to instruct you not to answer what you may have
7 learned from counsel about the order.

8 BY MS. ANDERSEN:

9 Q. Correct. I'm not seeking any --

10 A. I had just learned that there was a cease and
11 desist in place and that we were to stop selling cattle
12 contracts to Arizona residents.

13 Q. When were you told that?

14 A. I can't be sure of the date. It would have
15 been roughly around the time that I -- that I heard about
16 the cease and desist.

17 Q. When did you first learn of the
18 cease-and-desist order issued by North Dakota?

19 A. I can't be sure of the date on that.

20 Q. Have you, yourself, purchased cattle contracts?

21 A. Yes.

22 Q. When?

23 A. I've purchased multiple and I -- I can't be
24 sure of the -- the date on those.

25 Q. Okay. We'll get into those in a minute.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0324

JUSTIN WILLIAMS - 10/18/2023

29

1 A. Okay.

2 Q. Whose idea was it to purchase -- for you to
3 purchase cattle contracts?

4 A. Mine.

5 Q. Did you pay with cash?

6 A. The first one I paid with card. I did the
7 transaction online. Most recent one, I did a wire
8 transfer. And I'm unsure about the other.

9 Q. And by doing the transaction online, are you
10 referring to adding head of cattle to your cart, and then
11 checking out on the website?

12 A. Yes.

13 Q. Have other families -- have other family
14 members purchased cattle contracts?

15 MR. BRADDOCK: Form.

16 His family?

17 MS. ANDERSEN: Yes.

18 THE WITNESS: My wife's uncle.

19 BY MS. ANDERSEN:

20 Q. What's his name?

21 A. [REDACTED].

22 Q. I'm going to show you what's been marked as
23 Exhibit 1.

24 Can you see this?

25 A. Yes, I can see this.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

30

1 MR. SCHROEDER: Could we get the Bates
2 number on this, Sasha?

3 MS. ANDERSEN: Yes.

4 BY MS. ANDERSEN:

5 Q. This is a livestock contract between and you
6 Agridime dated January 29th, 2022. Do you recognize
7 this?

8 A. Yes.

9 Q. So first of all, up at the top, it looks like
10 \$12,000 is written -- handwritten in pen up here. Do you
11 know what that is?

12 A. I do not.

13 Q. So it looks like you invested a total of
14 \$10,000 for 20 percent return; is that right?

15 MR. BRADDOCK: Objection, form.

16 BY MS. ANDERSEN:

17 Q. For 20 percent profit?

18 A. I purchased several heads of cattle.

19 Q. Yes. For 20 --

20 A. And sold them --

21 Q. -- percent profit?

22 A. -- and sold them back to Agridime at a 20
23 percent profit.

24 Q. Were you paid the profit?

25 A. Was I what?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0326

JUSTIN WILLIAMS - 10/18/2023

31

1 Q. Paid the profit?

2 A. Yes.

3 Q. I'm going to show you what's been marked as
4 Exhibit 2. This is a livestock contract between [REDACTED]
5 [REDACTED] and Agridime dated July 1st, 2022. Do a recognize
6 this?

7 A. Yes.

8 Q. And Sierra Gray is your wife, correct?

9 A. Correct.

10 Q. And it looks like she invested a total -- or
11 purchased a total of \$18,000 for a 20 percent profit; is
12 that right?

13 A. That is correct.

14 Q. Was she paid that profit?

15 A. Yes, she was.

16 Q. Did you earn commission on the sale?

17 A. No, I did not.

18 Q. I'm going to show you what's been marked as
19 Exhibit 3. This is the livestock contract between you
20 and Agridime dated September 30th, 2022.

21 MS. ANDERSEN: Did you get the --

22 THE STENOGRAPHER: Yes, thank you.

23 BY MS. ANDERSEN:

24 Q. Do you recognize this?

25 A. Yes, I do.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0327

JUSTIN WILLIAMS - 10/18/2023

32

1 Q. So this one looks a little bit different from
2 the last two we looked at.

3 Under "contract terms," it says that you
4 purchased a total of \$100,000, correct?

5 A. Correct.

6 Q. So still under contract terms here, where I
7 highlight ed, it says "Guaranteed six-month profits of
8 32 percent."

9 Why six months?

10 A. Josh Link had some cattle that he wanted to get
11 contracted and was offering six-month contracts at that
12 time.

13 Q. Were they older cattle?

14 A. I can't be sure of why they were six-month
15 contracts. He just had let me know that he had had a
16 certain number of head, I don't remember how many head of
17 cattle, that he was able to do six-month contracts on.

18 Q. Why 32 percent profit?

19 A. That is the percentage that he told me I could
20 have.

21 Q. Have you seen anyone else be offered 32 percent
22 profit?

23 A. 32 percent? No.

24 Q. Is this the highest profit you've seen?

25 A. Yes, sir.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0328

JUSTIN WILLIAMS - 10/18/2023

33

1 Q. How did you pay for this investment?

2 MR. BRADDOCK: Form.

3 BY MS. ANDERSEN:

4 Q. Or for this purchase, excuse me?

5 A. I believe this was a wire transfer from my
6 bank, if I remember correctly.

7 Q. Were you paid your profit?

8 A. Yes, I was.

9 Q. Have you sold six-month cattle contracts to
10 other purchasers?

11 A. Yes, I have.

12 Q. When would six months be offered versus a year?

13 A. As I said, I'm probably not the best person to
14 answer that. Josh let's me know that every now and again
15 we do have cattle that he's able to do a six-month
16 contract on.

17 I believe I've only seen it twice. But I'm
18 unsure as to the circumstances of why those are -- why
19 we're able to do those particular cattle at six months.

20 Q. Does the percent profit change?

21 A. In a couple of the cases where I've sold
22 six-month contracts, I believe profits varied, yeah, from
23 the standard 15 to 20 percent.

24 Q. More than 20 percent?

25 A. I believe so, yes.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0329

JUSTIN WILLIAMS - 10/18/2023

34

1 Q. And you don't know why?

2 A. I do not. I can't answer that.

3 Q. I'm going to show you what's been marked as
4 Exhibit 4. This is a livestock contract dated between
5 you and Agridime dated April 24th, 2023. Do you
6 recognize this?

7 A. I do.

8 Q. So it looks like you purchased a total of
9 \$250,000 for a 25 percent yearly profit. Is that right?

10 A. That is correct.

11 Q. Do you know why it's 25 percent profit this
12 time?

13 A. I do not.

14 Q. How did you pay for this investment?

15 A. It was a wire transfer from my bank.

16 Q. So earlier we established the Division's order
17 against Agridime was served, you learned about it some
18 time late April.

19 Would it have been before or after this
20 contract?

21 A. I can't be sure. I believe I learned about it
22 after this contract.

23 Q. Were you offered a refund on this contract?

24 A. No, I was not. I did not ask for one.

25 Q. Do you know why, under contract terms here,

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0330

JUSTIN WILLIAMS - 10/18/2023

35

1 first it says "Guaranteed yearly profits of 25 percent,"
2 and then down here it says, "Contract terms are payable
3 six months post the dates set forth in this contract"?

4 A. Do I know why that sentence is in there?

5 Q. Yeah.

6 A. No. I mean, I don't know why it's in there.
7 It looks like it's explaining the pay out schedule.

8 Q. So I guess let me rephrase my question.

9 A. Okay.

10 Q. Is this supposed to be paid out in a year, or
11 in six months?

12 A. Six months.

13 MR. TURLEY: Whose idea was it to enter this
14 contract?

15 MR. BRADDOCK: Just a second. I don't think
16 he could ask questions.

17 MS. ANDERSEN: Yes, he can.

18 MR. BRADDOCK: No. No. Are you a lawyer?

19 MR. TURLEY: I'm an accountant.

20 MR. BRADDOCK: I'm not going to participate
21 in the unauthorized practice of law, so if he wants to
22 tell you what questions to ask, I'm fine with that, but
23 I'm not going to let him ask questions.

24 MS. ANDERSEN: Asking questions is not the
25 unauthorized practice of law, he's not --

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0331

JUSTIN WILLIAMS - 10/18/2023

36

1 MR. BRADDOCK: It certainly is.

2 MS. ANDERSEN: -- complying --

3 MR. BRADDOCK: This is a legal proceeding
4 and it would be the unauthorized practice of law. And if
5 he wants to run it through any of the three lawyers you
6 have here, he's free to do that. But I don't think he
7 should be participating under the Rules of Professional
8 Conduct.

9 MS. ANDERSEN: Would you like me to take a
10 break and go get the Division's rules for you?

11 MR. BRADDOCK: Sure.

12 MS. ANDERSEN: Okay. Let's take a
13 five-minute break.

14 MR. BRADDOCK: Good.

15 (Whereupon a recess was taken.)

16 MS. ANDERSEN: Let's go back on record.

17 Corey, here are the rules. You'll be able
18 to look at 304(h), I believe.

19 This is Mark Dinell, the Director of the
20 Securities Division.

21 MR. BRADDOCK: Great.

22 Are we back on the record?

23 THE STENOGRAPHER: Yes.

24 MR. BRADDOCK: Mark, are you a lawyer?

25 MR. DINELL: Yes, I am a lawyer.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0332

JUSTIN WILLIAMS - 10/18/2023

37

1 MR. BRADDOCK: Okay. Great. Great.

2 I'm going to start by, on the record --

3 MR. DINELL: Excuse me. Let me continue
4 first. My name is --

5 MR. BRADDOCK: I'm sorry, Mark. Mark, I'm
6 here on behalf of my client, sir.

7 MR. DINELL: That's okay.

8 MR. BRADDOCK: And your position as the
9 Director of the Division, doesn't provide you the
10 opportunity to interfere with my client's legal rights.

11 MR. DINELL: Nope. No argument there. But
12 I think we are --

13 MR. BRADDOCK: Before we start --

14 MR. DINELL: -- doing that, could I please
15 make my statement, and then you may make your objection.

16 MR. BRADDOCK: As soon as I -- no, I'm going
17 to object to what Sasha did before --

18 MR. DINELL: Okay.

19 MR. BRADDOCK: -- we took our break and then
20 I'll be happy to give you all the time. You could take
21 all day as far as I care.

22 MR. DINELL: Well, I have no intention of
23 doing that.

24 MR. BRADDOCK: Okay. Sasha, I want on the
25 record that you instructed the court reporter to go off

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0333

JUSTIN WILLIAMS - 10/18/2023

38

1 the record prior to our discussion. That's
2 inappropriate. You don't control the record. We both
3 have to agree before we go off the record.

4 So our entire discussion on this issue was
5 not recorded by the court reporter. And so I want to
6 make our position clear, we are not going to participate
7 in the unauthorized practice of law by your investigator,
8 or by your accountant.

9 We were clear that they could ask -- they
10 could tell you questions that they wanted you to ask, but
11 non-lawyers are not here to examine the witness.

12 MR. DINELL: Okay. I -- again, my name is
13 Mark Dinell. I'm Director of the Securities Division.

14 I am here pursuant to Rule 14-4-304 of the
15 Corporation Commission, Rule H states: "In connection
16 with examination or investigation, the Director may
17 delegate authority to members of the Staff to administer
18 oaths and affirmations, sign subpoenas, take evidence,
19 receive books, papers, contracts, agreements and other
20 documents, records or information, whether filed or kept
21 in original or copied form, or electronically stored or
22 recorded."

23 Pursuant to this rule, I've delegated
24 authority to Sasha Andersen, Jordan Frieberg and Cody
25 Turley to take questions -- to ask questions during this

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

39

1 examination under oath.

2 Thank you.

3 MS. ANDERSEN: And I would just like to
4 clear up on the record that we discussed taking a break
5 so I could go get the rule. And then I said: Okay,
6 let's go off the record, and then you chose to continue
7 speaking.

8 So you already got on the record, I think,
9 what you wanted to get on the record?

10 MR. BRADDOCK: Yeah.

11 MS. ANDERSEN: Is that correct?

12 MR. BRADDOCK: I sense that, but you don't
13 get to say: "Take a break," and walk away and close the
14 record. You just don't get to do that.

15 MS. ANDERSEN: Yes, I do.

16 MR. BRADDOCK: Well, we continue to
17 disagree.

18 MS. ANDERSEN: Okay. So don't agree to take
19 a break next time if you don't want to take a break.

20 Are we clear?

21 MR. BRADDOCK: I don't -- if we had a court
22 reporter who was taking the record, we'd be able to go
23 back and listen to that, Sasha, but I think you're
24 misstating what was said.

25 MS. ANDERSEN: Okay.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0335

JUSTIN WILLIAMS - 10/18/2023

40

1 MR. BRADDOCK: So you're free to continue.

2 I'm still not -- I'm going to instruct the

3 witness not to answer any questions offered by

4 Mr. Frieberg or your accountant. They're free to tell

5 you what questions to ask. I don't understand why that's

6 not going to work for you. And you're free to raise it

7 with the ALJ. This is a legal proceeding.

8 MS. ANDERSEN: Okay. For the record, this

9 is not a legal proceeding, this is an investigative

10 examination under oath, pursuant to the Division's rules.

11 We will continue to ask our questions.

12 MR. BRADDOCK: Okay.

13 MR. TURLEY: So whose idea was it to enter

14 into contract?

15 MR. BRADDOCK: I'm going to -- we're not

16 going to participate in allowing him to ask questions.

17 I'm going to instruct the witness not to answer a

18 question offered by a non-lawyer. Zach and I are --

19 BY MS. ANDERSEN:

20 Q. So whose idea was it to ask -- to purchase this

21 contract?

22 MR. BRADDOCK: You can answer the question.

23 THE WITNESS: It was my idea.

24 BY MS. ANDERSEN:

25 Q. I'm going to show you what's been marked as

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0336

JUSTIN WILLIAMS - 10/18/2023

41

1 Exhibit 5. This is a contract -- a livestock contract
2 between [REDACTED] and Agridime dated May 3rd, 2023.

3 You sold this to Mr. [REDACTED], correct?

4 A. Yes. That's correct.

5 Q. He's an Arizona resident, correct?

6 A. Yes. That's correct.

7 Q. It looks like he purchased a total of \$100,000
8 for a 20 percent profit, correct?

9 A. Yes, that's correct.

10 Q. This was about two weeks after the Division's
11 order against Agridime, correct?

12 A. I don't remember the exact date.

13 Q. Okay. Well, you said you learned about it in
14 late April, this is date May 3rd.

15 A. It's not two weeks but...

16 Q. So this is after you learned about the order
17 against Agridime, correct?

18 A. Yeah. Correct.

19 Q. Who told you to sell this contract?

20 MR. BRADDOCK: Objection, foundation. Form.

21 You can answer.

22 THE WITNESS: Okay. I can't be sure of who
23 told me. I can't recall.

24 BY MS. ANDERSEN:

25 Q. Was it Josh Link?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

42

1 A. I can't recall. General -- yeah, I can't
2 recall.

3 Q. Was it Jed Wood?

4 A. No. It would not be Jed.

5 Q. Who else would have told you to sell this
6 contract?

7 A. Josh Link is the person I generally go to to
8 approve of contracts. I do not know if I went to him on
9 this specific one. That is why I cannot recall.

10 Q. Do you know why you continued to sell livestock
11 contracts after the Division order against Agridime?

12 A. I do not recall.

13 Q. Are you still selling cattle contracts?

14 A. To Arizona residents?

15 Q. To anybody?

16 A. Yes.

17 Q. Tell me about that?

18 A. What do you want to know about it?

19 Q. How do you find purchasers?

20 A. Same way as before. Minus the Facebook
21 advertising leads.

22 Q. What do you do to confirm they're not Arizona
23 residents?

24 A. I ask them where they live and they provide us
25 with a address of where they live.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0338

JUSTIN WILLIAMS - 10/18/2023

43

1 Q. How much are these cattle contracts?

2 MR. BRADDOCK: Form.

3 THE WITNESS: What do you mean how much are
4 they?

5 BY MS. ANDERSEN:

6 Q. How much is a head of cattle?

7 A. \$2,000.

8 Q. Do you sell any cattle for \$4,500?

9 A. That is our Bred Cow Program, yes.

10 Q. How many of those have you sold?

11 A. I can't be sure. Not very many.

12 Q. More than ten?

13 A. I do not believe so.

14 Q. Do you sell both the bred cattle contracts and
15 the \$2,000 cattle contracts?

16 A. Yes, I do.

17 Q. How many, total, including bred cattle
18 contracts have you sold?

19 A. I can't be sure the number.

20 Q. Less than ten?

21 A. Just bred cattle?

22 Q. Altogether?

23 A. Since when?

24 Q. Since May of 2023?

25 A. I can't be sure.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0339

JUSTIN WILLIAMS - 10/18/2023

44

1 Q. You don't know if it's less than ten?

2 A. I don't want to speculate.

3 Q. You're an Arizona resident, right?

4 A. Yes, I am.

5 Q. Do you have an office?

6 A. Yes.

7 Q. At Agridime?

8 A. Yes.

9 Q. Where is that?

10 A. At Gilbert in our warehouse.

11 Q. Who has ultimate authority at Agridime?

12 A. In regards to what?

13 Q. Cattle contracts.

14 A. I don't know if I know who has ultimate
15 authority. The individual that I discuss cattle
16 contracts with mainly is Josh Link.

17 Q. Does Josh ever have to ask Jed Wood for
18 permission?

19 A. I wouldn't know.

20 Q. Do your customers ever use self-directed IRAs?

21 A. Yes, they do.

22 Q. How often?

23 A. I don't think I'd be able to put a number to it
24 or a percentage to it. I've had a number of people use
25 self-directed IRAs, though.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0340

JUSTIN WILLIAMS - 10/18/2023

45

1 Q. Do you ever using self-directed IRAs?

2 A. No. I think I let them know that it's an
3 option if they ask.

4 Q. Does Agridime tell you to let them know it's an
5 option if they ask?

6 A. No.

7 Q. Do you suggest any particular company?

8 A. No.

9 Q. Are you familiar with a company by the name of
10 Advanta?

11 A. I don't recall that name.

12 Q. Why did you decide to purchase cattle contracts
13 from Agridime?

14 A. It seemed like a profitable opportunity.

15 Q. Have you seen an opportunity in the cattle
16 industry more profitable than Agridime's cattle
17 contracts?

18 A. Can you -- what do you mean?

19 Q. Have you seen anybody selling cattle and
20 offering to buy them back for more than 20 percent
21 profit.

22 A. I haven't really researched any other cattle
23 opportunities.

24 Q. What do you know about cattle?

25 A. I grew up on a hog farm on the border of

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0341

JUSTIN WILLIAMS - 10/18/2023

46

1 Gilbert. We raised cattle, hogs, chickens, sheep.
2 Competed in livestock judging throughout 4H and FFA. And
3 that's where I gained most of my experience.

4 Q. What is a hog farm?

5 A. We had two and a half acres where we raised
6 livestock. I showed livestock at the County Fair, State
7 Fair, Arizona National Livestock Show, among other
8 jackpot shows, and we raised cattle mainly for our own
9 consumption and gave some to friends and family. We
10 weren't producers.

11 Q. Why did Agridime originally start?

12 MR. BRADDOCK: Foundation.

13 THE WITNESS: I wouldn't be able to answer
14 that question.

15 BY MS. ANDERSEN:

16 Q. Do you know whose idea it was to start selling
17 cattle contracts?

18 A. I do not.

19 Q. Does Agridime ever buy lead lists?

20 A. Not to my knowledge.

21 Q. How many cattle -- how many head of cattle does
22 Agridime have?

23 A. I do not have that number.

24 Q. What is Agridime's preferred method of
25 payment --

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0342

JUSTIN WILLIAMS - 10/18/2023

47

1 MR. BRADDOCK: Form.

2 BY MS. ANDERSEN:

3 Q. -- when purchasers are purchasing cattle
4 contracts?

5 A. I don't think the -- I don't know if I can say
6 the company has a preferred method. Personally, when
7 people ask me about cattle contracts and how they could
8 pay it, I let them know how they could send a wire, they
9 could send a check. I believe wires to be more secure.

10 Q. When someone purchases a cattle contract on the
11 website, they put it in their cart, they check out, they
12 put it in their credit card information, do you ever talk
13 to those individuals or is that pretty much done?

14 A. I have.

15 Q. Why? What leads to speaking to them?

16 A. There have been times where I've spoken to them
17 prior to them going to the website. They have had
18 questions about them. I spoke to them. Generally,
19 anyone that purchases through the website is a smaller
20 number of head. And I let them know that that is also an
21 option to pay for them.

22 Q. So if they don't have questions, they purchase
23 the cattle contract, you don't ever end up speaking to
24 them?

25 A. Correct.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0343

JUSTIN WILLIAMS - 10/18/2023

48

1 Q. What states do you sell cattle contracts to?

2 A. Currently?

3 Q. Yes.

4 A. All states except Arizona and North Dakota.

5 Q. So you're not limited to just the western
6 region?

7 A. Me personally?

8 Q. Yes.

9 A. No.

10 Q. What state purchases the most cattle contracts?

11 A. I don't have that information.

12 Q. What state do you feel like you see the most?

13 A. Off the top of my head, I don't -- I don't
14 know. I deal with a lot of people.

15 Q. Take me through the life cycle of a cow?

16 A. In what regards?

17 Q. A calf is born, and then?

18 MR. BRADDOCK: Thank you for starting there.

19 THE WITNESS: A calf is born. At that point
20 it will nurse from the mother cow. Generally, around six
21 months, you'll wean the cow, get it off the mother's
22 milk, begin introducing it to feed and water. And
23 generally, it will be market ready 18 to 24 months.

24 BY MS. ANDERSEN:

25 Q. How much does it cost to raise a single cow?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

49

1 A. There are lots of factors that could go into
2 that that are going to change the price of it.

3 Q. Do you have an average?

4 A. No, I do not.

5 Q. What if a customer that wanted to purchase
6 cattle contracts asked you, how much does it cost to
7 raise this cow when purchasing?

8 A. I would let them know that it depends on a
9 number of factors and that the number varies.

10 Q. What if it costs more than \$2,400?

11 A. If it costs more than \$2,400?

12 Q. Mm-hmm. Yes.

13 A. As far as the financials of raising the cow and
14 what Agridime's cost is on raising cows, I don't have
15 those numbers.

16 Q. Have any of your customers not been paid their
17 returns?

18 MR. BRADDOCK: Objection, form.

19 THE WITNESS: No, they have all sold
20 their -- sold their cattle back to us in the agreed-upon
21 contracts.

22 BY MS. ANDERSEN:

23 Q. Have any of your customers asked for refund on
24 their cattle contract?

25 A. Yes.

 GLENNIE REPORTING SERVICES, L.L.C.
 602.266.6535 www.glennie-reporting.com

APP 0345

JUSTIN WILLIAMS - 10/18/2023

50

1 Q. How does that work?

2 A. We'll wire the money back to them.

3 Q. Is there a time limit within which they can ask
4 for a refund?

5 A. I've only had that experience once. I don't
6 remember how far into the contract it was much. I would
7 be unable to answer if there is a time limit. In the one
8 example that I've had, we've paid the individual back.

9 Q. So what happens to that cow?

10 A. Goes back into our supply chain to either be
11 owned by Agridime or would be available for a different
12 contract.

13 MR. FRIEBERG: I'll ask questions, she'll
14 just restate them, and I'm going to state them aloud
15 instead of whispering to her.

16 MR. BRADDOCK: That's fine. But it is
17 important, it's actually important issue to me.

18 MR. FRIEBERG: For these \$4,500 contracts,
19 how many are available right now?

20 BY MS. ANDERSEN:

21 Q. For these \$4,500 cattle contracts, how many are
22 available right now?

23 A. I do not have that information.

24 MR. FRIEBERG: For an individual who goes on
25 Agridime's website to purchase one of these \$4,500 cattle

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

51

1 contracts, what is the address verification process to
2 ensure they're not in Arizona or North Dakota?

3 MS. ANDERSEN: Wait. Repeat.

4 I asked that same question.

5 THE WITNESS: Can you repeat his?

6 MR. BRADDOCK: Have the court reporter
7 repeat it, Sasha. He has it.

8 MS. ANDERSEN: Will you please repeat the --
9 (Whereupon the requested record was read
10 back.)

11 THE WITNESS: I'm unsure of that.

12 MR. FRIEBERG: So if an individual were to
13 call you and want to purchase a \$4,500 cattle contract
14 but refused to provide an address, what would you do?

15 BY MS. ANDERSEN:

16 Q. So if an individual wanted to purchase a \$4,500
17 cattle contract but refused to provide an address, what
18 would you do?

19 A. I would let them know that we need their
20 address on file.

21 MR. FRIEBERG: Okay. Is it required in the
22 checkout process online to provide your address when
23 purchasing a cattle contract.

24 BY MS. ANDERSEN:

25 Q. Is it required in the online checkout process

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0347

JUSTIN WILLIAMS - 10/18/2023

52

1 to provide your address when purchasing a cattle
2 contract?

3 A. I am unsure of what information is gathered on
4 the back end of -- with our systems when someone
5 purchases.

6 MR. FRIEBERG: But earlier we established
7 that you went online and paid with a credit card for of
8 you your cattle contracts. Were you required to put your
9 address in?

10 BY MS. ANDERSEN:

11 Q. Earlier we established that you went online for
12 one of your cattle contracts, were you required to put
13 your address in?

14 A. I was not, no.

15 MR. FRIEBERG: Okay. You said [REDACTED]
16 was your wife's uncle, correct?

17 BY MS. ANDERSEN:

18 Q. You said [REDACTED] was your wife's uncle,
19 correct?

20 A. Correct.

21 MR. FRIEBERG: What role, if any, does [REDACTED]
22 [REDACTED] have at Agridime?

23 BY MS. ANDERSEN:

24 Q. What role, if any, does [REDACTED] have at
25 Agridime?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0348

JUSTIN WILLIAMS - 10/18/2023

53

1 A. Outside of purchasing cattle contracts, he is
2 not affiliated with the company.

3 MR. FRIEBERG: Does [REDACTED] provide any
4 cattle to Agridime?

5 BY MS. ANDERSEN:

6 Q. Does [REDACTED] provide any cattle to
7 Agridime?

8 A. No, he does not.

9 MR. FRIEBERG: So looking at this, let's say
10 that -- for instance, Whit Lann here purchased 50 head of
11 cattle. After this contract is signed and executed, what
12 is the process of procurement -- procurement? Who
13 procures the 50 head of cattle specific to this contract?

14 BY MS. ANDERSEN:

15 Q. Use [REDACTED]'s contract, for example, he
16 purchased 50 head of cattle, what is the procurement
17 process to get these 50 head of cattle?

18 MR. FRIEBERG: Mm-hmm.

19 THE WITNESS: I'm unsure.

20 MR. FRIEBERG: Do you know who at Agridime
21 handles procurement of cattle?

22 BY MS. ANDERSEN:

23 Q. Do you know who at Agridime handles procurement
24 of cattle?

25 A. We have multiple people that purchase cattle

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

54

1 for our supply chain.

2 MR. FRIEBERG: Provide some names.

3 BY MS. ANDERSEN:

4 Q. Provide some names?

5 A. Josh Link is one. I have been a liaison for
6 introducing Agridime to cattle ranchers that we mentioned
7 earlier, that we have procured cattle from. I'm unaware
8 of other buyers that -- that we have within the company.
9 We have people that go to multiple ranches of the country
10 and various sale barns.

11 MR. FRIEBERG: Is Agridime currently
12 offering six-month cattle contracts?

13 THE WITNESS: Not to my knowledge.

14 MR. BRADDOCK: Yeah.

15 THE WITNESS: My fault.

16 MR. BRADDOCK: Would you reask the question,
17 please, Sasha?

18 BY MS. ANDERSEN:

19 Q. Is Agridime currently offering six-month cattle
20 contracts?

21 A. Not to my knowledge.

22 MR. FRIEBERG: Why not?

23 BY MS. ANDERSEN:

24 Q. Why not?

25 A. I wouldn't have the answer to that.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

55

1 MR. TURLEY: What other relatives of yours
2 or Joshua Link that you know work at Agridime?

3 BY MS. ANDERSEN:

4 Q. What other relatives of yours or Joshua Link's
5 that you know work at Agridime?

6 A. My sister-in-law, Josh's younger sister started
7 up our tallow production at our Gilbert facility.

8 Her husband does the micro green, house plants,
9 produce.

10 Josh's wife works for the company. My -- my
11 other brother-in-law was employed with us as a warehouse
12 associate for some time. And those are all the ones that
13 I could think of at this time.

14 MR. FRIEBERG: You provided their familial
15 relationships, can you provides their names?

16 BY MS. ANDERSEN:

17 Q. You provided their familial relationships, can
18 you provide their names?

19 A. Yes. [REDACTED] is Josh's sister, started
20 our tallow production.

21 [REDACTED], her husband, does the micro greens,
22 house plants.

23 And then [REDACTED] was [REDACTED]'s younger
24 brother, also my brother-in-law, that was employed as a
25 warehouse associate of ours.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0351

JUSTIN WILLIAMS - 10/18/2023

56

1 MR. TURLEY: Would it surprise you if
2 Agridime owed over \$100 million to contract purchasers?

3 BY MS. ANDERSEN:

4 Q. Would it surprise you if Agridime owed over
5 \$100 million to contract purchasers?

6 A. Yes, that would surprise me.

7 MR. TURLEY: Would it surprise you if
8 Agridime was using proceeds from new contracts to pay off
9 old contract purchasers?

10 BY MS. ANDERSEN:

11 Q. Would it surprise you --

12 MR. BRADDOCK: Objection, form. Sorry.

13 BY MS. ANDERSEN:

14 Q. Would it surprise you if Agridime was using
15 proceeds from new cattle contracts to pay off old cattle
16 contracts?

17 MR. BRADDOCK: Form, foundation.

18 THE WITNESS: Yes, that would surprise me.

19 MR. TURLEY: Would it surprise you that
20 Agridime's income from cattle contracts massively
21 outceeds -- exceeds its income from other sales?

22 BY MS. ANDERSEN:

23 Q. Would it surprise you if Agridime's income from
24 cattle contracts massively exceeds its income from other
25 sales?

JUSTIN WILLIAMS - 10/18/2023

57

1 A. No, that would not surprise me.

2 Q. Why is that?

3 A. Why would it not surprise me?

4 Q. Yes.

5 A. We sell a lot of live cattle, finished cattle
6 to other entities, other companies that don't end up
7 going to their supply chain. So I know that there are
8 sales that are derived from that. I am unaware of what
9 the numbers are, though.

10 Q. What are finished cattle?

11 A. Market ready. They have reached the weight
12 that is expected from the viet (sic) to go to market.

13 Q. And when they go to market that means they're
14 slaughtered for meat?

15 A. Yes. That is correct.

16 (Reporter requests clarification.)

17 THE WITNESS: I don't remember the exact
18 word I used there. Market ready is they have reached the
19 expected weight for them to go to slaughter.

20 MR. TURLEY: How many head of cattle do you
21 think Agridime owns or has?

22 BY MS. ANDERSEN:

23 Q. How many head of cattle do you think Agridime
24 owns?

25 A. I wouldn't have an answer to that. The numbers

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

58

1 are fluctuating daily.

2 MR. TURLEY: Would 20,000 seem like a
3 reasonable amount that they would own?

4 BY MS. ANDERSEN:

5 Q. Would 20,000 seem like a reasonable amount that
6 they would own?

7 A. I really have no idea.

8 MR. FRIEBERG: How much have you earned in
9 cattle contract commission in September of 2023?

10 BY MS. ANDERSEN:

11 Q. How much have you owned in cattle contract
12 commission in September of 2023?

13 A. I do not know the number off the top of my
14 head.

15 MR. FRIEBERG: How many cattle contracts
16 have you sold in December of 2023?

17 BY MS. ANDERSEN:

18 Q. How many cattle contracts have you sold in
19 September of 2023?

20 A. Again, I do not know the exact number.

21 MR. FRIEBERG: Since October 1st, 2023, how
22 many cattle contracts have you sold?

23 BY MS. ANDERSEN:

24 Q. Since October 1st, 2023, how many cattle
25 contracts have you sold?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0354

JUSTIN WILLIAMS - 10/18/2023

59

1 A. I can't be sure. If -- if any, not many. But
2 I can't be sure of the number.

3 Q. Have you sold any?

4 A. I can't be sure without going back and looking.

5 MR. FRIEBERG: So you don't know if you sold
6 a single cattle contract in the past 18 days?

7 BY MS. ANDERSEN:

8 Q. So you don't know if you sold a single cattle
9 contract in the past 18 days?

10 A. To the best of my recollection, at this time,
11 no, I do not know. It's a small part of my job.

12 MR. FRIEBERG: Let's revisit Exhibit 5,
13 which is still up on the screen.

14 Earlier we accomplished Division's order
15 against Agridime was served on April 19th, 2023. You
16 stated you became aware of it in late April.

17 However, if you scroll down, as discussed,
18 this contract was executed on May 3rd.

19 Earlier, we also established, you were aware
20 that [REDACTED] was an Arizona resident. Why did you
21 still choose to sell this contract?

22 BY MS. ANDERSEN:

23 Q. Why did you still choose to sell this contract?

24 A. I can't recollect as far as how this contract
25 came to be, who I spoke to about the contract. I believe

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0355

JUSTIN WILLIAMS - 10/18/2023

60

1 earlier in the record, I said it was late April, early
2 May that I found out about the cease and desist. I can't
3 be sure of the exact date.

4 Q. Does anyone at Agridime purchase cattle
5 contracts without cash?

6 A. Can you repeat that, please?

7 Q. Yeah. Let me rephrase that.

8 Can anyone at Agridime get a cattle contract,
9 say 10 head of cattle, 20 percent profit in exchange for
10 labor?

11 A. Not to my knowledge. That's not been my
12 experience.

13 Q. Can they obtain a cattle contract for anything
14 other than money?

15 A. Not to my knowledge. It has not been my
16 experience.

17 MR. FRIEBERG: I believe we've already
18 established this but I'll ask it one more time.

19 Have you sold cattle contracts since
20 April 19th, 2023?

21 BY MS. ANDERSEN:

22 Q. Have you sold cattle contracts since
23 April 19th, 2023?

24 A. Yes, I have.

25 MR. FRIEBERG: Have you discussed with any

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

61

1 of these purchasers the Arizona cease-and-desist order or
2 the North Dakota cease-and-desist order?

3 BY MS. ANDERSEN:

4 Q. Have you discussed with any of these purchasers
5 the North Dakota cease-and-desist order or the Arizona
6 cease-and-desist order?

7 A. I know I've had multiple conversations about it
8 with multiple purchasers, I can't say for certain that
9 every purchaser has had a conversation with me about
10 that.

11 MR. FRIEBERG: Did they initiate that or did
12 you initiate that?

13 BY MS. ANDERSEN:

14 Q. Did they initiate that or did you initiate
15 that?

16 MR. BRADDOCK: Form.

17 THE WITNESS: I can't recall.

18 BY MS. ANDERSEN:

19 Q. What do you tell them about those orders?

20 A. I let them know that there is a current
21 cease-and-desist order, that we cannot sell cattle
22 contracts to Arizona and North Dakota and it's ongoing.

23 Q. Do you tell them what the allegations in these
24 cease-and-desist order are?

25 A. Yes.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0357

JUSTIN WILLIAMS - 10/18/2023

62

1 Q. What are the risks of purchasing a cattle
2 contract?

3 A. The way the cattle contracts are set up, we've
4 done everything we can to mitigate all the risks that I'm
5 aware of with these cattle contracts, such as the
6 liability insurance on our supply chain to replace any
7 animal, the state-level and national-level USDA bonds
8 that we hold that cover these in the event that Agridime
9 goes under and the hedging of the market price.

10 Q. Are there any risks?

11 A. Not that I'm aware of.

12 MR. FRIEBERG: Do you know the insurance
13 provider for the liability insurance you mentioned?

14 BY MS. ANDERSEN:

15 Q. Do you know the insurance provider for the
16 liability insurance you mentioned?

17 A. I do not.

18 MR. FRIEBERG: Do you know the bonds that
19 are through that you've mentioned?

20 BY MS. ANDERSEN:

21 Q. Do you know the bonds you've done that are
22 mentioned?

23 A. All I know is that we hold USDA bonds.

24 Q. If you were to divide up your duties at
25 Agridime into percentages, what percent is devoted to

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0358

JUSTIN WILLIAMS - 10/18/2023

63

1 selling cattle contracts?

2 A. I would say under 5 percent, 10 percent;
3 somewhere in there.

4 MR. FRIEBERG: What would you say makes up
5 the majority of your job duties the largest percentage?

6 BY MS. ANDERSEN:

7 Q. What would you say makes up the majority of
8 your job duties, the largest percentage?

9 A. Largest percentage would probably be running
10 the warehouse and the shipping side of it for all of the
11 products second to meat sales.

12 MR. FRIEBERG: Is there any greater
13 escalation of guaranteed profits above the 20 percent?

14 BY MS. ANDERSEN:

15 Q. Is there any greater escalation of guaranteed
16 profits above the 20 percent?

17 MR. BRADDOCK: Form.

18 THE WITNESS: I don't understand what you
19 mean by "greater escalation."

20 MR. FRIEBERG: Sure. So you said that the
21 escalation to receive a 20 percent return was \$100,000,
22 correct?

23 BY MS. ANDERSEN:

24 Q. You said the guaranteed profit to run a
25 20 percent profit was around \$100,000, correct?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0359

JUSTIN WILLIAMS - 10/18/2023

64

1 A. That is the standardized metric.

2 MR. FRIEBERG: So if somebody invested a
3 million, they would also get a 20 percent return?

4 BY MS. ANDERSEN:

5 Q. So if somebody invests a million, they would
6 also get a 20 percent return?

7 A. They would qualify for a 20 percent profit.
8 There have been instances where they received higher
9 profits.

10 Q. Who decides that?

11 A. The person that I'm aware, that I go to, if
12 profits are to be changed from the standardized metrics
13 would be Josh Link.

14 MR. FRIEBERG: Do you know why one investor
15 may earn a better return than other if they invested the
16 same exact amount?

17 BY MS. ANDERSEN:

18 Q. Do you know why one investor might earn a
19 better profit than another if they purchased the same
20 exact amount?

21 A. I do not.

22 MR. TURLEY: In your view, what's the
23 difference between return and profit?

24 BY MS. ANDERSEN:

25 Q. In your view, what's the difference between and

 GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

65

1 return profit?

2 A. They're selling a product to us and a making
3 profit on it. I guess it's just more common nomenclature
4 for me to talk about profit when they're selling
5 something for a profit as opposed to return.

6 Q. Does that Agridime deliver the head of cattle
7 to the purchaser?

8 A. Can you restate that?

9 Q. Sure.

10 When a purchaser purchases cattle, in [REDACTED]
11 [REDACTED]'s case 50 head, does Agridime deliver those 50 head
12 to whit Lann?

13 MR. BRADDOCK: Objection, form.

14 And the clarification, just so we have a
15 clear record, is that you're talking still about purchase
16 under a cattle contract, right?

17 MS. ANDERSEN: Correct.

18 MR. BRADDOCK: You can answer.

19 THE WITNESS: No, we do not deliver the live
20 cattle directly to the purchaser.

21 BY MS. ANDERSEN:

22 Q. What happens to those live cattle?

23 A. They stay within our supply chain.

24 Q. How do you keep track of them?

25 A. Each animal has a UED tack, it's a unique

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

JUSTIN WILLIAMS - 10/18/2023

66

1 identifier, that uniquely identifies each animal.

2 Q. All head of cattle have one of those
3 identifiers?

4 A. To my knowledge, yes.

5 Q. And they are tied to the individual purchaser?

6 MR. BRADDOCK: Form.

7 THE WITNESS: Yes, to my knowledge.

8 BY MS. ANDERSEN:

9 Q. Where are those records kept?

10 A. I wouldn't have the answer to that.

11 Q. Who would?

12 A. I would look -- I would ask Josh Link if I was
13 looking for them. But I can't say for certain that he
14 has those records.

15 MR. FRIEBERG: Do you provide these ID tag
16 numbers to purchasers?

17 BY MS. ANDERSEN:

18 Q. Do you provide these ID tags to purchasers?

19 A. I remember on one instance specifically that we
20 did, yes.

21 MR. FRIEBERG: What was the name of that
22 purchaser.

23 BY MS. ANDERSEN:

24 Q. What was the name of that purchaser?

25 A. [REDACTED] (phonetic).

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0362

JUSTIN WILLIAMS - 10/18/2023

67

1 MR. FRIEBERG: Reiterating, earlier we
2 established the Division's order against Agridime was
3 served on April 19th, 2023.

4 Have any Arizonans or North Dakotans
5 attempted to purchase catalysts contracts from you since
6 April 19th, 2023?

7 BY MS. ANDERSEN:

8 Q. Have any Arizonans or North Dakotans attempted
9 to purchase cattle contracts from you since April of
10 2023?

11 MR. FRIEBERG: And before you answer, I want
12 to establish that we're well aware and we've already
13 accomplished that [REDACTED] is one. So outside of [REDACTED]
14 [REDACTED].

15 BY MS. ANDERSEN:

16 Q. Outside of [REDACTED]?

17 A. Yes.

18 MR. FRIEBERG: What are the names of those
19 purchasers?

20 THE WITNESS: [REDACTED] --

21 MR. BRADDOCK: Wait.

22 THE WITNESS: Sorry.

23 BY MS. ANDERSEN:

24 Q. What are the names of those purchasers?

25 A. [REDACTED] recently has asked if he could

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0363

JUSTIN WILLIAMS - 10/18/2023

68

1 purchased another. I told him no.

2 [REDACTED] (phonetic) is another
3 individual.

4 And there is an individual that toured through
5 our warehouse some time earlier this year after the cease
6 and desist. I forget his name, but he was a referral
7 from a past purchaser, and he has recently asked if he
8 could purchase one, and we have not.

9 MR. FRIEBERG: Any North Dakotans?

10 BY MS. ANDERSEN:

11 Q. Any North Dakotans?

12 A. Not to my knowledge have I spoke with people
13 from North Dakota.

14 MR. FRIEBERG: Explain to me the difference
15 between the \$2,000 cattle contract and the \$4,500 cattle
16 contract?

17 BY MS. ANDERSEN:

18 Q. Explain to me the difference between the \$2,000
19 cattle contract and the \$4,500 cattle contract?

20 A. So the \$2,000 cattle contract is for what we
21 call feeder cattle. We are buying cattle that we are
22 going to feed out using that \$2,000, and it goes into our
23 supply chain and become's marketed beef.

24 The 4,500 cattle contract is a Bred Cow Program
25 so you are purchasing -- as the purchaser you are

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0364

JUSTIN WILLIAMS - 10/18/2023

69

1 purchasing a cow calf payer.

2 Q. When did Agridime role out the Bred Cow
3 Program?

4 A. I can't be sure of the date.

5 Q. Was it in 2023?

6 A. Yes.

7 Q. Do you know why Agridime rolled out the Bred
8 Cow Program?

9 A. I do not.

10 MR. FRIEBERG: What is the typical age of
11 the cattle that Agridime purchases for these cattle
12 contracts?

13 BY MS. ANDERSEN:

14 Q. What is the typical age of the cattle that
15 Agridime purchases for these cattle contracts?

16 A. To my knowledge -- well, I -- I'm not a part of
17 the procurement process. Based off of the weight that it
18 has in the contract, 14, 15 months. But that's not --
19 I'm not procuring them so I...

20 Q. Is the pay out terms for the bred cattle
21 contracts, is it still one year and seven days?

22 A. Yes.

23 MR. FRIEBERG: Have you sold any of the
24 \$4,500 bred cow cattle contracts but with a six-month pay
25 out schedule?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0365

JUSTIN WILLIAMS - 10/18/2023

70

1 BY MS. ANDERSEN:

2 Q. Have you sold any of the bred cow cattle
3 contracts with a six-month pay out schedule?

4 A. Personally, no, I have not.

5 Q. Have you ever met Jed Wood?

6 A. Yes.

7 Q. When?

8 A. I don't know the exact date. We did an event
9 at our warehouse in, I believe it was August of 2022. He
10 had come down for that event and then I had flown to
11 Texas and I met with him there as well.

12 Q. So he came to your warehouse in Arizona?

13 A. Yes.

14 Q. Does he come to Arizona often?

15 A. That's the only time I have seen him in
16 Arizona.

17 MR. FRIEBERG: Could you remind me the
18 amount of months that it takes for a cattle to get to the
19 point where it's processed and turned into meat? I think
20 you said 18 to 24 months, but I want to clarify.

21 BY MS. ANDERSEN:

22 Q. Could you remind me of the amount of time it
23 takes for a cattle to be processed and turned into meat?
24 I thought you said 18 to 24 months, but we want to
25 clarify?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0366

JUSTIN WILLIAMS - 10/18/2023

71

1 A. You are correct. I did say 18 to 24 months.
2 There are outlying factors that could affect the cattle's
3 rate of gain that could extend that period.

4 MR. FRIEBERG: Okay. So be it that it's 18
5 to 24 months and that it's greater than the typical one
6 year pay out schedule on these cattle contracts, is it
7 possible for one cattle to be owned by two different
8 purchasers throughout its lifetime?

9 BY MS. ANDERSEN:

10 Q. Is it possible for one cattle to be owned by
11 two different purchasers throughout its lifetime?

12 A. To my knowledge, no.

13 Q. Do you ever give the cattle names?

14 A. Personally, no, I do not.

15 Q. Do your purchasers ever try to name their
16 cattle?

17 A. You would have to ask the purchasers.

18 MR. FRIEBERG: How many different ranches
19 are Agridime's herd held on?

20 BY MS. ANDERSEN:

21 Q. How many different ranches are Agridime's herd
22 held on?

23 A. I do not have that answer.

24 MR. FRIEBERG: How many are in Arizona?

25

JUSTIN WILLIAMS - 10/18/2023

72

1 BY MS. ANDERSEN:

2 Q. How many are in Arizona?

3 A. How many what are in Arizona?

4 MR. FRIEBERG: Ranches where Agridime's
5 cattle is held on.

6 BY MS. ANDERSEN:

7 Q. Ranches where Agridime's cattle is held on.

8 MR. FRIEBERG: Specific to cattle contracts.

9 BY MS. ANDERSEN:

10 Q. Specific to cattle contracts?

11 A. Zero.

12 MR. FRIEBERG: Earlier you mentioned that
13 Agridime works with [REDACTED] and [REDACTED], [REDACTED],
14 and [REDACTED], all of those are just for meat salesmen
15 presumably?

16 BY MS. ANDERSEN:

17 Q. All of the ranchers you told us about earlier
18 are for meat sales presumably?

19 A. I don't oversee the allocation of cattle in
20 our -- in our supply chain. As I stated earlier, we have
21 some cattle that we sell as finished animals. I don't
22 oversee that.

23 MR. FRIEBERG: Sure.

24 And I'm just further establishing that no
25 cattle from these contracts, these cattle contracts, both

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0368

JUSTIN WILLIAMS - 10/18/2023

73

1 the \$2,000 one and the had \$4,500 one, none of these
2 cattle are held in Arizona?

3 BY MS. ANDERSEN:

4 Q. None of the cattle for the \$2,000 or \$4,500
5 cattle contracts are in Arizona?

6 A. I'm sorry. Are you asking if we hold ranches
7 in Arizona and finish cattle in Arizona?

8 MR. FRIEBERG: I'm not asking if you hold
9 ranches. The cattle for this one, for instance, on
10 Exhibit 5 says "Hope, Kansas and/or Satanta, Kansas."

11 Do any of those say "Arizona"?

12 BY MS. ANDERSEN:

13 Q. Do any of the cattle contracts where it has the
14 delivery schedule and dates instead of saying "Hope" or
15 "Satanta, Kansas," do any of those say Arizona?

16 A. I have never seen one that says Arizona.

17 Q. Do any cattle that are purchased for cattle
18 contracts, do any of them get held in Arizona?

19 A. No.

20 MR. FRIEBERG: What states are they held in?

21 BY MS. ANDERSEN:

22 Q. What states are they held in?

23 A. We have multiple ranches in Kansas that we
24 either own and operate or lease and operate, and that
25 hold cattle there.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0369

JUSTIN WILLIAMS - 10/18/2023

74

1 We also have a number of feed lots that we
2 partner with for our grain-finished line of cattle. I'm
3 unaware of all the locations that our grain-finished
4 cattle are held at.

5 MR. FRIEBERG: The only state you mentioned
6 was Kansas. Is that it?

7 THE WITNESS: No. The only state I'm aware
8 of is Kansas where we hold cattle. But, as I said, we do
9 have feed yards where we finish grain-finished cattle on,
10 and I'm aware -- unaware of the locations of all of the
11 feed yards that we partner with.

12 MR. FRIEBERG: And to clarify, you said "we
13 own ranches"? By "we," you mean Agridime, correct?

14 BY MS. ANDERSEN:

15 Q. By "we" you mean Agridime, correct?

16 A. Correct. I do not personally own a ranch.

17 MR. FRIEBERG: Sure.

18 How many ranches does Agridime own in
19 Kansas?

20 BY MS. ANDERSEN:

21 Q. How many ranches does Agridime own in Kansas?

22 A. I'm unaware of that number.

23 MR. FRIEBERG: Do you know the names of the
24 ranches that Agridime owns in Kansas?

25 BY MS. ANDERSEN:

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0370

JUSTIN WILLIAMS - 10/18/2023

75

1 Q. Do you know the names of the ranches that
2 Agridime owns in Kansas?

3 A. I do not know the names of the ranches we own.

4 Q. Do you have your own cows apart from Agridime?

5 A. Personal cows that I physically raised?

6 Q. Mm-hmm. Yes, sorry.

7 A. I do not.

8 MR. TURLEY: What can a purchaser do with
9 their cattle?

10 BY MS. ANDERSEN:

11 Q. What can a purchaser do with their cattle?

12 A. In regards to what?

13 Q. Anything. What can they do with it? If they
14 wanted to come pick it up and paint its hoofs and put
15 bows on its ears, could they?

16 A. No, they cannot.

17 Q. Why not?

18 A. The cattle need to stay within our supply chain
19 under management, our feeding practices, and they're held
20 at a number of different places.

21 Q. Do you explain that to the purchasers when they
22 purchase the cattle?

23 A. Explain what to them?

24 Q. What you just said?

25 A. That they're held in multiple different

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0371

JUSTIN WILLIAMS - 10/18/2023

76

1 locations and --

2 Q. And that they can't do what they want with the
3 cattle?

4 A. Yes.

5 MR. TURLEY: If they own the cattle, why
6 not?

7 BY MS. ANDERSEN:

8 Q. If they own the cattle, why not?

9 A. For reasons I just listed. They need to stay
10 in our care follow our feeding -- feeding schedules, our
11 feeding regimen. We -- we can't guarantee the quality of
12 our meat and that they stay all natural and non-hormone,
13 any of the above, if we release ownership of, physically,
14 and ship those cattle to individuals to raise.

15 MR. FRIEBERG: So --

16 BY MS. ANDERSEN:

17 Q. That's not in the contract, right?

18 A. What's not in the contract?

19 Q. Everything you just said.

20 A. That they can't physically have ownership --

21 Q. Correct.

22 A. -- or physical ownership?

23 No, that is -- I do not believe that that is in
24 the contract.

25 MR. FRIEBERG: So if a purchaser took

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0372

JUSTIN WILLIAMS - 10/18/2023

77

1 physical ownership of these 50 cattle as shown in
2 Exhibit 5, you would not be able to guarantee a return
3 of --

4 MR. TURLEY: 20.

5 MR. FRIEBERG: -- 20 percent?

6 BY MS. ANDERSEN:

7 Q. So if a purchaser did take possession of the
8 cattle they purchased, you -- Agridime would not be able
9 to pay the 20 percent profit?

10 A. They would not be able to physically have, in
11 this case, the 50 head of cattle at their place.

12 MR. FRIEBERG: So these purchasers are
13 reliant on Agridime to care for the animal to be able to
14 produce a profit?

15 BY MS. ANDERSEN:

16 Q. So these purchasers are reliant on Agridime to
17 care for the cattle in order to produce a profit?

18 A. Yes.

19 MR. TURLEY: What if they said, we don't
20 want to sell our cattle to you at the end of the
21 contract, we want our cattle back or we want cattle?

22 BY MS. ANDERSEN:

23 Q. What if they said, we don't want to sell our
24 cattle to Agridime at the end of the contract, we want to
25 keep the cattle?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0373

JUSTIN WILLIAMS - 10/18/2023

78

1 A. That's never happened. But we have a signed
2 document showing a schedule that they will sell it back
3 to us at that time.

4 Q. Is this contract, for example, Exhibit 5, is
5 that the signed document you're referring to?

6 A. It is, correct.

7 MR. FRIEBERG: So looping back to my
8 question, the purchaser has no role in the raising and
9 processing of this cattle besides just providing the
10 money, correct?

11 BY MS. ANDERSEN:

12 Q. The purchaser has no role in raising and
13 processing of the cattle besides providing capital,
14 correct?

15 A. That is correct.

16 Q. What other animals does Agridime raise?

17 A. Chickens, pigs, and, recently, sheep.

18 Q. Does Agridime sell any contracts related to
19 chickens, pigs or sheep?

20 A. Not to my knowledge, no.

21 Q. Why not?

22 A. That's not my decision to make.

23 Q. Who would make that decision?

24 A. I wouldn't know the answer to that.

25 Q. If Jed Wood and Joshua Link had a disagreement,

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0374

JUSTIN WILLIAMS - 10/18/2023

79

1 who would be the tie breaker?

2 A. I have no idea.

3 Q. Do you ever sit in on meetings with Joshua Link
4 and Jed Wood?

5 A. No.

6 Q. How often do you communicate with purchasers of
7 the cattle contracts?

8 MR. BRADDOCK: Form.

9 THE WITNESS: My purchasers or all
10 purchasers of contracts?

11 BY MS. ANDERSEN:

12 Q. Your purchasers?

13 A. It's on an as-needed basis. If they have
14 questions, I answer. In [REDACTED], using him as an
15 example, we recently bid cattle of his that he raises,
16 and so I speak with him more frequently than other
17 purchasers.

18 MR. FRIEBERG: How many --

19 BY MS. ANDERSEN:

20 Q. Do you ever text them?

21 A. Yeah.

22 Q. Do you ever email them?

23 A. Yeah, occasionally.

24 Q. Do you keep notes about your purchasers?

25 A. No.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0375

JUSTIN WILLIAMS - 10/18/2023

80

1 MR. FRIEBERG: You referenced bidding on
2 cattle of [REDACTED]'s, presumably to bring those into
3 Agridime's supply chain for cattle contracts?

4 BY MS. ANDERSEN:

5 Q. You mentioned bidding on [REDACTED]'s cattle
6 presumably for cattle contracts?

7 MR. BRADDOCK: Objection, form.

8 Is there a question?

9 BY MS. ANDERSEN:

10 Q. Is it for cattle contracts?

11 A. Again, I don't oversee the allocation of
12 cattle. We get cattle in our supply chain, if they get
13 dedicated to a contract or stay in our supply chain,
14 that's outside of my knowledge.

15 MR. FRIEBERG: Sure.

16 BY MS. ANDERSEN:

17 Q. How much did Agridime bid on [REDACTED]'s
18 cattle?

19 A. He had four different sets of cattle that we
20 bid. He had some calves that were -- he had steer
21 calves, heifer calves, and then he had yearling heifers,
22 and yearling steers. And I don't remember the exact
23 number that we bid on them. It was in the low \$2 per
24 pound range.

25 Q. Did Agridime win the bid?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0376

JUSTIN WILLIAMS - 10/18/2023

81

1 A. No, we did not.

2 Q. Do you know what the winning bid was?

3 A. I do not.

4 Q. Is \$2 per pound, is that roughly average for
5 the industry?

6 A. For these cattle in particular, yes.

7 Q. What's the average weight of a yearling heifer?

8 A. Right around -- probably right around
9 800 pounds.

10 MR. FRIEBERG: Does [REDACTED], your wife,
11 or, now [REDACTED], have a role in Agridime outside
12 of being a cattle contract purchaser?

13 BY MS. ANDERSEN:

14 Q. Does [REDACTED] or [REDACTED], your wife, have a
15 role in Agridime outside being a cattle contract
16 purchaser?

17 MR. FRIEBERG: Correct.

18 THE WITNESS: No, she does not.

19 MR. FRIEBERG: Have you discussed the
20 financial health of Agridime with [REDACTED]?

21 BY MS. ANDERSEN:

22 Q. Have you discussed the financial health of
23 Agridime with [REDACTED]?

24 A. I have -- yes.

25 Q. Tell me about Agridime's financial health.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0377

JUSTIN WILLIAMS - 10/18/2023

82

1 A. To my knowledge, we have had record year over
2 year sales. I'm unsure of the year-end sales at this
3 time. But we're growing.

4 Q. Is Agridime a small company for what it does?

5 A. How would you define "small"?

6 Q. How would you define small?

7 A. I -- I don't know. It's a little objective or
8 subjective.

9 Q. Compared to similar companies, where does
10 Agridime fall?

11 MR. BRADDOCK: Form.

12 THE WITNESS: I wouldn't be able to answer
13 that.

14 MR. FRIEBERG: You said that [REDACTED]
15 asked for ID tag numbers, did you provide those to him?

16 BY MS. ANDERSEN:

17 Q. Did you provide ID tag numbers to [REDACTED]?

18 A. Yes, we did.

19 Q. Okay.

20 MR. FRIEBERG: Now, when you say "we did,"
21 who provided those numbers?

22 BY MS. ANDERSEN:

23 Q. Who provided those numbers?

24 A. Josh Link.

25 MR. TURLEY: Do you know of, like, in what

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0378

JUSTIN WILLIAMS - 10/18/2023

83

1 communication format he did that? Over the phone? Text?
2 Email?

3 BY MS. ANDERSEN:

4 Q. Do you know in what communication format he did
5 that?

6 Over the phone, text, email?

7 A. Josh Link provided the ID tag numbers to me in
8 an Excel format that I emailed to [REDACTED].

9 Q. So those ID tags exist in Excel format?

10 A. The ones that we provided to [REDACTED], yes.

11 Q. Only the once provided to [REDACTED]?

12 A. I won't be able to speak as to where all the ID
13 tags for the company are held, only the ones that I
14 received.

15 Q. So if a purchaser said, Hey, Justin, I want to
16 know the ID tag numbers for my 20 head of cattle, what
17 are they? What would you do?

18 A. I would ask Josh Link to provide those to me.

19 MR. FRIEBERG: If a purchaser wanted to see
20 a picture of their cattle purchased from a cattle
21 contract or visit in per- -- visit it in person, would
22 that be allowed?

23 BY MS. ANDERSEN:

24 Q. Would a purchaser be able to visit the cattle
25 or see a picture that they purchased?

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0379

JUSTIN WILLIAMS - 10/18/2023

84

1 A. We have had multiple people tour all three of
2 our locations being in Arizona, Texas, and Kansas and
3 see, being a part of that touring, the ranches that we
4 have in Kansas, seeing the cattle. I do not know if they
5 were taken to see their individual cattle.

6 Our cattle are spread out. It's a pretty vast
7 supply chain between the ranches that they're on, and the
8 feed yards that we work with.

9 However, if they were determined enough to see
10 their individual cow, we could locate it, where it's at
11 in the supply chain, and be more than happy to show it to
12 them.

13 MS. ANDERSEN: How are you doing?

14 THE WITNESS: If it has not gone to process
15 yet.

16 MS. ANDERSEN: Okay. Let's take a
17 five-minute break. We'll come back at, I guess, 11:01.

18 We could go off the record well unless,
19 Cory, there's something that you want to put on record?

20 MR. BRADDOCK: No. I think it's a great
21 time for a break.

22 (Whereupon a recess was taken.)

23 MS. ANDERSEN: Okay. We could go back on
24 the record.

25 Mr. Williams, you are still under oath.

 GLENNIE REPORTING SERVICES, L.L.C.
 602.266.6535 www.glennie-reporting.com

APP 0380

JUSTIN WILLIAMS - 10/18/2023

85

1 MR. FRIEBERG: Who is the next most senior
2 person at Agridime outside of Josh Link and Jed Wood?

3 BY MS. ANDERSEN:

4 Q. Who is the next most senior person at Agridime
5 outside of Josh Link and Jed Wood?

6 A. Senior, meaning what?

7 MR. FRIEBERG: Most authority.

8 BY MS. ANDERSEN:

9 Q. Who has the most authority?

10 A. I -- I wouldn't know that answer.

11 Q. Who is Josh Link's boss?

12 A. I wouldn't have that answer.

13 Q. Do you expect to -- your most recent cattle
14 contract purchase, do you expect to get paid the profits?

15 A. Yes, I do.

16 MR. FRIEBERG: Revisiting Exhibit 3, did you
17 make a commission off of the sale of this cattle contract
18 to yourself?

19 BY MS. ANDERSEN:

20 Q. Did you make a commission off the sale of this
21 cattle contract to yourself?

22 A. No, I did not.

23 MR. FRIEBERG: Did anybody make a commission
24 off the sale of this cattle contract?

25 BY MS. ANDERSEN:

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0381

JUSTIN WILLIAMS - 10/18/2023

86

1 Q. Did anybody make a commission off the sale of
2 this cattle contract?

3 A. To my knowledge, no.

4 MR. FRIEBERG: Revisiting Exhibit 2, a
5 contract with [REDACTED], now [REDACTED], your
6 wife, did anybody make a commission off this cattle
7 contract?

8 BY MS. ANDERSEN:

9 Q. Did anybody make a commission off of [REDACTED]
10 [REDACTED]'s cattle contract?

11 A. To my knowledge, no.

12 MR. FRIEBERG: When cattle contracts are
13 sold to family members of employees of Agridime, does
14 anybody get a commission on those?

15 BY MS. ANDERSEN:

16 Q. When family member --

17 MS. ANDERSEN: Say it again?

18 MR. FRIEBERG: When a cattle contract is
19 sold to a family member of an Agridime employee, if
20 anybody, do they get a commission?

21 BY MS. ANDERSEN:

22 Q. When a cattle contract is sold to a family
23 member of an employee at Agridime, does anybody get a
24 commission?

25 A. Not to my knowledge.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0382

JUSTIN WILLIAMS - 10/18/2023

87

1 MS. ANDERSEN: Cody, do you have any other
2 questions? Jordan?

3 MR. FRIEBERG: I don't think so.

4 MS. ANDERSEN: Let me go through my notes.

5 I'll just go on the record to state that the
6 Division vehemently disagrees with Mr. Braddock's
7 position that Division employees asking questions in an
8 examination under oath is the practice of law, it is an
9 investigative tool authorized by the Commission statutes
10 and rules. It is not practicing law.

11 We've only gone through this charade of me
12 repeating questions for expediency, and they have been
13 dully authorized by the Director of the Division to ask
14 questions in our investigative EUOs.

15 Do you have anything you want to put on the
16 record?

17 MR. BRADDOCK: Just that we maintain our
18 position. And I'm sure the State Bar also agrees with
19 us.

20 MS. ANDERSEN: Yeah. Go get a position
21 paper from the State Bar.

22 MR. BRADDOCK: Do you want us to file a Bar
23 complaint against these two people for the unauthorized
24 practice of law?

25 MS. ANDERSEN: No.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0383

JUSTIN WILLIAMS - 10/18/2023

88

1 MR. BRADDOCK: We're trying to prevent that.
2 That's what we're trying to do.

3 MS. ANDERSEN: If you want to get an opinion
4 that asking investigative questions is the practice of
5 law, I would be very interested in seeing that.

6 MR. BRADDOCK: Yeah. Well, once you file an
7 action, you're no longer conducting an investigation, you
8 filed an action. This is called discovery, that's how
9 the process works.

10 MS. ANDERSEN: That's how the process works
11 outside of the administrative process that we're in.
12 That is still an investigation. And there is a lot of
13 case law.

14 MR. BRADDOCK: I think we've cited the case
15 law where that's been held against the Division. So I
16 think that's kind of our whole point.

17 MS. ANDERSEN: It wasn't the Division. It
18 was the Utilities Division.

19 MR. BRADDOCK: Are we done? No more
20 questions for the witness?

21 MS. ANDERSEN: I think that's it. We're
22 good? Any clarifying --

23 MR. BRADDOCK: We'll read and sign.

24 MS. ANDERSEN: We'll what?

25 MR. BRADDOCK: Read and sign.

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0384

JUSTIN WILLIAMS - 10/18/2023

89

1 (Whereupon the proceeding concluded at 11:07
2 a.m.)
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

**GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com**

APP 0385

JUSTIN WILLIAMS - 10/18/2023

90

1 STATE OF ARIZONA)
) ss.
2 COUNTY OF MARICOPA)

3

4 BE IT KNOWN that the foregoing proceedings
were taken before me; that the foregoing pages are a
5 full, true, and accurate record of the proceedings, all
done to the best of my skill and ability; that the
6 proceedings were taken down by me in shorthand and
thereafter reduced to print under my direction.

7 I CERTIFY that I am in no way related to any
of the parties hereto nor am I in any way interested in
8 the outcome hereof.

9 I CERTIFY that I have complied with the
ethical obligations set forth in ACJA 7-206(F)(3) and
10 ACJA 7-206(J)(1)(g)(1) and (2).

11

Dated: This 31st day of October, 2023.

12

13

Andres E. Anaya

14

ANDRES E. ANAYA

15

Certified Reporter No. 50964

16

17 I CERTIFY that GLENNIE REPORTING SERVICES, LLC,
INC., has complied with the ethical obligations set forth
in ACJA 7-206.

18

19

20

21

22

23

Lisa G. Glennie

24

GLENNIE REPORTING SERVICES, LLC

Registered Reporting Firm

25

Arizona RRF No. R1034

GLENNIE REPORTING SERVICES, L.L.C.
602.266.6535 www.glennie-reporting.com

APP 0386

EXHIBIT E-7

Jordan Frieberg

From: Lucero, Martín <mlucero@swlaw.com>
Sent: Thursday, June 1, 2023 3:45 PM
To: Sasha Andersen
Cc: Jordan Frieberg; Braddock, Cory; Schroeder, Zachary; Fischer, Matt
Subject: Agridime LLC Voluntary Initial Document Production - ACC Docket No. S-21240A-23-0097
Attachments: 2023 0601 Agridime Cover Letter to AZCC re Doc Production.pdf

Dear Ms. Anderson:

Attached please find correspondence from Matthew P. Fischer regarding the above-referenced matter. A share file link containing the production documents will be sent under separate cover.

Martín Lucero (he/him/his)

Legal Administrative Assistant Matthew P. Fischer

office: 602.382.6417

mlucero@swlaw.com

Snell & Wilmer

swlaw.com | [disclaimer](#)

Snell & Wilmer

ONE EAST WASHINGTON STREET
SUITE 2700
PHOENIX, AZ 85004-2556
602.382.6000 P
602.382.6070 F

Matthew P. Fischer
(602) 382-6227
mfischer@swlaw.com

June 1, 2023

VIA E-MAIL ONLY

Sasha Andersen, Esq.
Securities Division
Arizona Corporation Commission
1300 West Washington Street
Phoenix, Arizona 85007
sandersen@azcc.gov

Re: Agridime LLC Voluntary Initial Document Production
ACC Docket No. S-21240A-23-0097

Dear Ms. Andersen:

Consistent with our discussions, today, you will receive an email containing a link to a secure Sharefile site that contains Respondent Agridime LLC's first voluntary production of documents bearing Bates numbers AGRIDIME000001-AGRIDIME004434. The documents are in PDF format. Please let us know if you do not receive the email, or if have any issues obtaining the documents.

The documents contain confidential, personally identifiable, and personally identifiable financial information; thus, they should be treated as confidential pursuant to A.R.S. § 44-2042(A). Respondent Agridime LLC produces the documents without prejudice to its ability to fully respond and object to the Division's Subpoena dated April 18, 2023, at a later date.

Agридime looks forward to working with the Division to resolve the issues raised by the Division in the Temporary Order to Cease and Desist and Notice of Opportunity for Hearing.

Sincerely,

SNELL & WILMER L.L.P.



Matthew P. Fischer

MPF:ml

cc: Jordan Frieberg (jfrieberg@azcc.gov)
Cory L. Braddock
Zachary G. Schroeder

EXHIBIT E-8
IS BEING FILED CONCURRENTLY WITH
PLAINTIFF'S MOTION AND BRIEF

EXHIBIT E-9



Agridime

HOME STORE MEAT DISTRIBUTION CATTLE BACKGROUNDING
CATTLE FINISHING AFFILIATES CONTACT

Make 15-20% Yearly Returns and Help Us Produce Farm Fresh Beef

We invite you to become a part of providing
fellow Americans with the highest quality
farm fresh beef available

✓ EXPLORE NOW

BUY LIVE CATTLE

**Have you ever wanted to make money raising cattle without having to
do all the work?**

APP 0392
AGRIDIME004437
ACC004571 EF-9585



HOME STORE MEAT DISTRIBUTION CATTLE BACKGROUNDING
CATTLE FINISHING AFFILIATES CONTACT

We supply retails outlets, meat distributors and restaurant food service companies with farm fresh beef. We are inviting individuals and organizations to purchase cattle with us in order to supply beef to these customers.

All cattle purchased during Q2 of 2023 will be guaranteed 15-20% yearly profits. We also offer 20% yearly profits on contracts of 50 or more.



Step One

We are offering cattle for sale at \$2,000 per calf. Each calf is contracted into our proprietary beef supply chain.

All cattle purchased during Q2 of 2023 will be guaranteed 15-20% yearly profits. Ask us about a higher guaranteed return for purchases of 50 head or more.

Each calf purchased will be raised and finished on our partner farms in Kansas until they are ready to go to the butcher.



Step Two

Once your cattle have been processed we sell the beef to our online store and grocery store customers.

All of this results in a fair price for anyone who purchases Agridime beef, and a generous profit for you as the owner of the cattle.

All customers that purchase cattle are issued a contract at the time of purchase certifying and describing payment of cattle contract profits.



Agridime

HOME STORE MEAT DISTRIBUTION CATTLE BACKGROUNDING
CATTLE FINISHING AFFILIATES CONTACT

cattle@agridime.com or make your
first cattle purchase below.

head of cattle raised in our system.

Note: Only a limited number of
cattle available for Q2 of 2023.

Financial Summary

Here's how the financials breakdown for the 15-20% return on our cattle contracts:

The customer purchases cattle from us for \$2,000 per head. That \$2,000 is used to purchase one steer or heifer, feed that animal to finish, fully process the beef into retail packaging and then ultimately sell the beef.

Each steer or heifer purchased will yield an average of 500 lbs of retail-able beef products.

Our average sale price for those products is \$6.00 per lb.

With that, our average top line revenue per head is \$3,000.

This results in \$300-\$400 per head profit (15-20% return) for the customer and \$600 per head profit (30% return) for Agridime.

As mentioned, our average top line revenue per head is \$3,000.



Agridime

HOME STORE MEAT DISTRIBUTION CATTLE BACKGROUNDING
CATTLE FINISHING AFFILIATES CONTACT

you to provide sustainable food for everyone.

BUY CATTLE HERE

All customers that purchase cattle are issued a contract at the time of purchase, certifying and describing payment of cattle contract profits. Feel free to reach out to us for alternative payment options on larger contracts.

Interested?

Get in Touch to Learn More

Full Name

Phone

Email



Agridime

HOME STORE MEAT DISTRIBUTION CATTLE BACKGROUNDING
CATTLE FINISHING AFFILIATES CONTACT

Submit



Agridime

Mailing Address:
3000 South Hulen St.
Suite 124
Fort Worth, TX 76109

Phone: (888) 664-6621



MEAT DISTRIBUTION

**CATTLE
BACKGROUNDING**

CATTLE FINISHING

CONTACT US

**JOIN OUR
NEWSLETTER**

YOUR NAME

YOUR EMAIL ADDRESS

SUBMIT

AGRIDIME004441

APP 0396

ACC004575 EF-9585

5/16/23, 9:44 PM

(3) Agridime - Learn how to make 15%-20% yearly returns by purchasing... | Facebook



Agridime

October 10, 2021 · 🌐

Learn how to make 15%-20% yearly returns by purchasing cattle with us. View more information in the video below. Visit the following link to purchase cattle today:

<https://www.agridime.com/buy-cattle-here>



Learn more
[agridime.com](https://www.agridime.com)

AGRIDIME.COM

**Make 15-20% Yearly Returns by Purchasing
Cattle With Us**

[Learn more](#)

7.8K

4.3K comments · 1.1K shares

Like

Comment

Share

AGRIDIME004442

APP 0397

ACC004576 EF-9585

Free shipping on orders \$175 +
\$35 Minimum to Ship

Get 2 New York Strips & 2lbs of Ground Beef with purchase of \$250 or more! Use code FREEBEEF at checkout!



Beef ▾ Chicken Pork
Meat Boxes Heat n' Serve
Spices Coffee Merchandise ▾
Spring into Summer Sale!
For Pets Feed the Hungry



APP 0398
AGRIDIME00443
ACC004577 EF-9585

Free shipping on orders \$175 +
\$35 Minimum to Ship

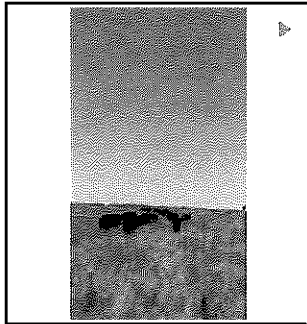


AGRIDIME00444
APP 0399
ACC004578 EF-9585

Free shipping on orders \$175 +
\$35 Minimum to Ship

APP 0400
AGRIDIME00443
ACC004579 EF-9585


Free shipping on orders \$175 +
\$35 Minimum to Ship



1 LIVE STEER OR HEIFER

APP 0401
AGRIDIME00446
ACC004580 EF-9585

Free shipping on orders \$175 +
\$35 Minimum to Ship

From **\$180.52**/mo with shop  [View sample plans](#)

Quantity

1




ADD TO CART

We are offering cattle for sale at \$2,000 per calf. Each calf is contracted into our proprietary beef supply chain.

All customers that purchase cattle are issued a contract at the time of purchase certifying and describing payment of cattle contract profits.

You will be emailed a copy of the contract after completion of purchase for this product. Please allow 24-48 hours to receive your contract.

One of the Agridime associates from our About Page will send you the contract via your preferred email address at the time of check out.

 SHARE  TWEET  PIN IT

APP-0402
AGRIDIME00447
ACC004581 EF-9585

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

SECURITIES AND EXCHANGE COMMISSION,)	
)	
Plaintiff,)	Civil Action No.
)	
v.)	
)	FILED UNDER SEAL
AGRIDIME LLC,)	
JOSHUA LINK, and)	
JED WOOD,)	
)	
Defendants,)	
)	

DECLARATION OF CODY TURLEY

I, Cody Turley, declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct and that I have personal knowledge of, and am competent to testify to, the matters stated herein.

1. I am currently employed as a Staff Accountant in the Division of Enforcement of the United States Securities and Exchange Commission ("SEC" or "Commission"). My office is in the Commission's Atlanta Regional Office in Atlanta, Georgia, where I have been employed since October 2023. Prior to October 2023, I spent three years working at the Arizona Corporation Commission Securities Division where I investigated various violations of Arizona's securities statutes. While at the Arizona Corporations Commission, I also investigated Agridime, LLC ("Agridime"). My work on that investigation, as well as my work on the SEC's investigation of Agridime, forms the basis for my knowledge as set forth in this declaration. I am a Certified Public Accountant, licensed by the Idaho State Board of Accountancy. I am also a Certified Fraud Examiner and Certified in Financial Forensics.

2. My official duties with the Commission include participating in fact-finding

inquiries and investigations to determine whether the federal securities laws have been violated and assisting in the Commission's litigation of securities laws violations. This includes interviewing witnesses, taking investigative testimony of witnesses, reviewing and analyzing financial and other records of various entities and individuals, and tracing financial transactions to determine their source and use.

3. As part of my official duties, I participated in a Commission investigation involving the Defendants Agridime, Joshua Link, and Jed Wood to determine whether the Defendants violated federal securities laws in connection with the offer and sale of multiple offerings (the "Offerings"). In connection with this investigation, and pursuant to document requests, I, and other members of the SEC staff, reviewed various documents related to the Defendants, including but not limited to, offering materials, bank-account records, public records, and records produced by the Defendants, witnesses, and other third-parties.

4. These records revealed the following facts:

- Joshua Link and Jed Wood, owned, managed, and otherwise controlled Agridime.
- To raise capital for Agridime, Link, Wood, and individuals and entities retained by Agridime, produced and distributed advertisements in the form of videos, social media posts, and web pages to offer and sell "cattle contracts." These advertisements were distributed to the general public through sponsored Facebook posts and Agridime's online store.
- The advertisements stated that the cattle contracts were an opportunity to raise "cattle without having to do all the work." The advertisements and agreements stated that an individual could purchase heads of cattle for \$2,000 each with a guaranteed return of 15% to 32%, paid within a year and seven to ten days. The

advertisements provided the \$2,000 would be used to purchase a head of cattle, raise it, and process the meat.

- From at least August 2023, Agridime began selling a similar investment to purchase a “bred cow” for \$4,500. The cow remains in Agridime’s control and is advertised as an “opportunity to become a cow owner, without having a farm” and a “great way for people to earn extra income.” After a year and seven days, Agridime guarantees a payment of \$5,500, a 22% return.
- Agridime enlisted internal employees and contracted with third parties to sell the various investments.
- Agridime heavily relied on these funds.

5. These records further show that these contracts were offered from at least January 2021 through September 2023. Over this period, Agridime sold over \$191 million cattle contracts to at least 2,100 individuals and entities. **Exhibit 1**, attached, is a true copy of a summary I prepared of the various investor lists created by Agridime that the SEC received during the investigation. Records show that investor funds were received in a variety of ways, including via wire transfer, check, Shopify, and transfers from self-directed IRAs. Based on my review of the records, investors were located in at least 15 states. Agridime claimed that these investments were guaranteed and risk-free. Additionally, those who sold the contracts received an undisclosed commission.

6. As discussed further below, a portion of new investor proceeds was paid out as purported profits to existing investors, even though the profits received by Agridime from cattle and meat sales was insufficient to support such payments. In other words, these payments were actually Ponzi payments.

7. In connection with the Commission's investigation, on or about December 6, 2023, I conducted research to determine whether Agridime has ever filed a registration statement with the SEC in connection with the offering of any securities. In conducting my research, I searched the SEC's EDGAR (Electronic Data Gathering, Analysis, and Retrieval System) database. EDGAR is the primary system for companies and others submitting documents under the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, and the Investment Company Act of 1940. EDGAR contains millions of company and individual filings. My research indicated that Agridime has never filed a registration statement with the SEC in connection with the offering of any securities.

GUARANTY/RISK DISCUSSIONS

8. A large focus of the offering is the purported guaranty. The advertisements state that the contracts will produce "guaranteed 15-20% yearly profits." The contracts contain multiple similar guarantees.

9. No risk disclosures are found within any of the advertisements or contracts. In sworn testimony, Joshua Link claimed Agridime had made the investments "a no-risk purchase." In sworn testimony, Justin Williams, Agridime's Arizona operation manager and relative of Joshua Link, was asked if there are any risks to investing to which he responded, "not that I'm aware of."

UNDISCLOSED COMMISSIONS

10. In agreements with staff and outside sales representatives, Agridime offered a 10% commission on cattle contracts sold. This commission was not disclosed to investors.

11. Agridime records show that the company employed at least 20 salespeople, including both internal employees and outside salespeople. Through May 2023, Agridime has

paid its sales force an excess of \$11.1 million in commissions for cattle sales, the vast majority of which are likely from sales of Cattle Contracts. At least one of Agridime's representatives, located in North Dakota, was paid commissions of at least \$5.6 million. Joshua Link and his wife, Tia, each received at least \$650,000 in sales commissions, while Wood received \$1.3 million in commissions.

SUMMARY OF FINANCIAL-RECORD REVIEW

12. As part of my duties in investigating the Defendants, I analyzed records for five bank accounts held in the name of the Defendants for period of January 1, 2021, through September 30, 2023. These accounts are identified in the table below:

Account Name	Financial Institution	Account Number
Agridime LLC	Worthington Bank	xx0845
Agridime LLC	Worthington Bank	xx0853
Agridime LLC Dealer Account	Worthington Bank	xx2742
Agridime Logistics LLC	Worthington Bank	xx8386
Agridime LLC Meat Sales	Worthington Bank	xx3203

13. In reviewing the records for the bank accounts listed above, and in hearing Link's sworn testimony, I learned that Joshua Link and Jed Wood have signatory authority and control over all of the accounts listed above. For each account, I reviewed account statements, signature cards, and supporting documentation for certain deposits and withdrawals.

14. Based on my review of the account documentation, I learned that the vast majority of investor-related transactions occurred in the Agridime LLC Dealer Account xx2742. Agridime LLC Meat Sales xx3203 appeared to have also received some investor funds. The remaining accounts did not appear to have substantial amounts of investor-related transactions

and were funded mainly through transfers from other Agridime accounts.

15. I also analyzed Agridime's tax filings for the years 2020 and 2021. From this I learned that Joshua Link and Jed Wood each own 45.5% of Agridime.

16. Additionally, I reviewed accounting records created by Agridime. This included a General Ledger, Accounting Journals, Investor Lists, Balance Sheets, and Profit and Loss statements.

RELIANCE ON INVESTOR FUNDS

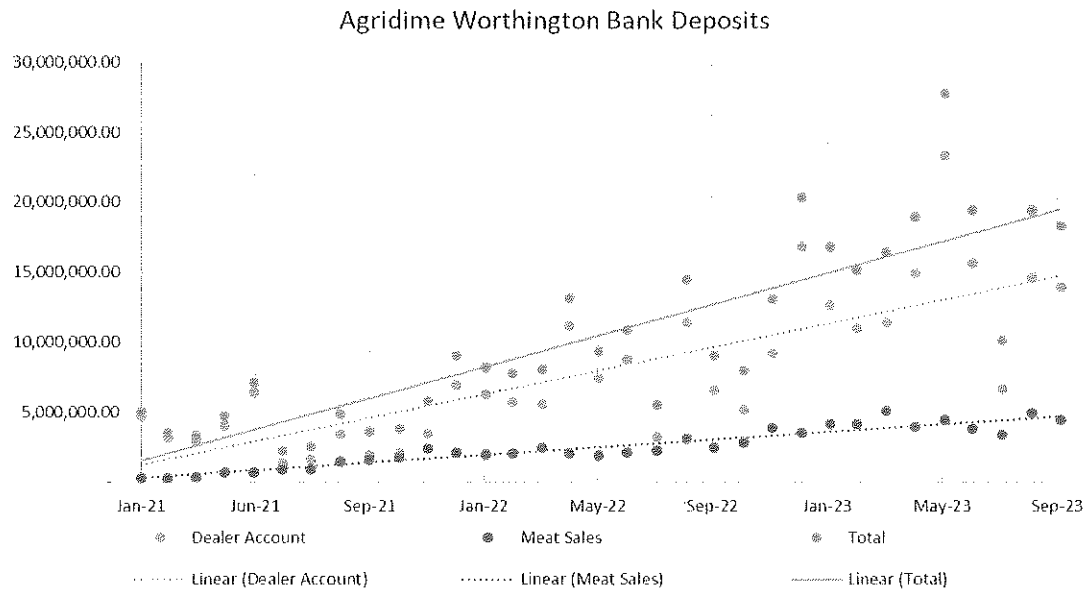
17. In reviewing these various records, I have found that Agridime is heavily reliant on investor funds.

18. On Agridime's May 4, 2023 Balance Sheet, Agridime listed Total Assets of \$135,533,708.60. The liabilities of the balance sheet include lines for "Livestock Contracts Purchased," "Cow Contracts," and "Total Cattle Contracts" which total \$110,853,723.43, 82% of purported assets. **Exhibit 2**, attached, is a true copy of the Balance Sheet created by Agridime that the SEC received during the investigation.

19. Agridime's Profit & Loss statement for the period of January 1, 2021 to May 5, 2023 lists total revenue of \$286,183,077.86. Included in this number are "Livestock Contract Sales," "Cow Contract Sales," and "6 Month Contract Sales" which total \$161,562,464.72, over 56% of purported revenue. The company lists "Net Income" of only \$12,099,806.65. **Exhibit 3**, attached, is a true copy of the Profit & Loss statement created by Agridime that the SEC received during the investigation.

20. From January 1, 2021 to September 30, 2023, Agridime's Dealer and Meat Sales bank accounts received \$345,423,010.96 of total deposits. Of these deposits, \$263,107,293.55 (76%) were received into Agridime LLC Dealer Account xx2742. This account is primarily

composed of investor activity. Agridime LLC Meat Sales Account xx3203 received \$82,315,717.41, including a large amount of investor funds via Shopify deposits.

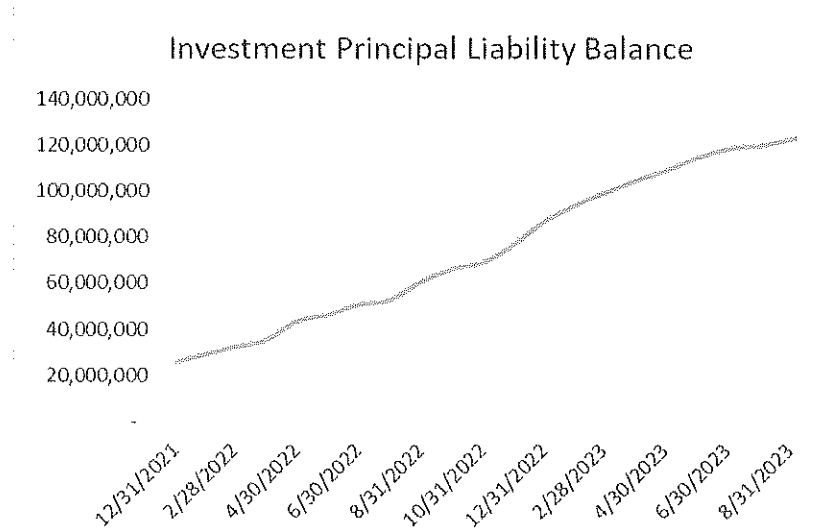


OUTSTANDING LIABILITIES

21. In advertising materials and contracts, Agridime told investors that their funds would be used to purchase and raise cattle and return between 15% and 32% within a year and seven days to a year and ten days.

22. Using the records obtained in this investigation, I calculated the approximate outstanding liabilities that Agridime owed to investors at various dates.

23. The principal amount owed to investors was approximately \$120 million on August 2, 2023. At \$2,000 per head of cattle, this would equate to a needed herd size of approximately 60,000. In sworn testimony on August 2, 2023, Joshua Link stated that Agridime's herd size "can fluctuate anywhere from 15- to over 20,000." Based on the calculation, the necessary herd size to cover the contracts would not have been less than 25,000 since approximately June 2022.



24. The amount owed to investors on December 31, 2021, was approximately \$25 million. An estimated \$5 million of profit would be owed by Agridime to investors at the contracts' end date. As of Dec 31, 2022, these numbers had increased to over \$86 million and \$17 million. By September 5, 2023, Agridime owed investors approximately \$123 million with an estimated additional profit of \$24 million for a total of \$147 million. Agridime's current revenue is not sufficient to pay these obligations. Unless Agridime can continue to raise larger amounts of investor funds each month through the sale of cattle contracts, it likely will not be able to continue making returns payments to investors.

25. **Exhibit 4**, attached, is a true and correct copy of an analysis of the Investor Lists that I prepared from the accounting records identified above.

26. Agridime has also received substantial sums from feed lots further increasing the company's liabilities. On Agridime's May 4, 2023 Balance Sheet, **Exhibit 2**, Agridime listed a liability of \$8.8 million titled "Note Payable – Cattle Empire." From May 5, 2023, to September 30, 2023, Agridime received at least an additional \$4.3 million from Cattle Empire for a total of \$13.1 million.

**PONZI PAYMENTS: NEW INVESTOR FUNDS PAID TO EXISTING
INVESTORS FROM DECEMBER 1, 2022, THROUGH SEPTEMBER 30, 2023**

27. Between December 2022 and September 2023, Agridime LLC Dealer Account xx2742 accounted for the majority of Agridime's activity and was the primary account used for investor transactions. During this time frame, approximately \$106 million of investor funds were received by this account. Only \$32 million of potentially non-investor funds were available in this account.

28. Investors received returns of \$90 million from this account. With only \$32 million of potential non-investor funds available, at least \$58 million of the returns were Ponzi payments sourced from investors. Agridime's accounting records similarly show that the company does not have sufficient revenue to have made these returns payments from any other source.

29. **Exhibits 5**, attached, is a true and correct copy of an account summary for Agridime LLC Dealer Account xx2742 that I prepared from the bank and accounting records identified above.

ONGOING ACTIVITY

30. During the course of the investigation, I learned that the Arizona Corporation Commission Securities Division issued a Temporary Cease & Desist on April 18, 2023, and the

North Dakota Securities Department issued a Cease & Desist on May 24, 2023, directing Agridime to cease selling securities and violating the relevant state securities statutes.

31. Since April 18, 2023, Agridime has sold at least \$39 million of cattle contracts. Joshua Link, an Arizona resident, continues to sign or authorize the contracts. In sworn testimony on October 18, 2023, Justin Williams, an Arizona resident, admitted to continuing to sell the investments. Since April 18, 2023, Agridime has issued contracts to multiple Arizona residents. Since May 5, 2023, Agridime has sold at least \$25 million of cattle contracts. Since May 5, 2023, contracts have been issued to multiple North Dakota residents.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12.11.2023.


Cody Turley

EXHIBIT F-1

**Summary of Investor Lists
Agridime, LLC (FW-04607)**

Jorunal Type	Period	Balance
Cow Contract Sales	January 1, 2021 through May 4, 2023	\$ 11,097,018.90
Livestock Contract Sales	January 1, 2021 through May 4, 2023	146,065,445.82
Cow Contract Sales	May 5, 2023 through September 5, 2023	4,172,000.00
Livestock Contract Sales	May 5, 2023 through September 5, 2023	30,668,600.00
Total		<u>\$ 192,003,064.72</u>

EXHIBIT F-2

11:12 AM

05/18/23

Accrual Basis

Agridime LLC
Balance Sheet
As of May 4, 2023

	May 4, 23
ASSETS	
Current Assets	
Checking/Savings	
Frost Bank - Checking	7,000.00
Frost Bank - Savings	328,479.67
RCG - Hedge Fund	92,353.21
Worthington Custodial 6030853	3,168.32
Worthington Dealer 6032742	4,024,398.44
Worthington Meat Sales 6033...	361,186.31
Worthington Operating 6030845	87,373.27
Total Checking/Savings	4,903,959.22
Accounts Receivable	
Accounts Receivable	
King Soopers	150,401.70
Accounts Receivable - Other	1,290,003.25
Total Accounts Receivable	1,440,404.95
Agridime Logistics LLC	2,807,669.00
Total Accounts Receivable	4,248,073.95
Other Current Assets	
Inventory - Livestock @ CE	11,063,869.49
Inventory - Livestock @ Various	22,050,000.00
Inventory - Livestock @MCreek	8,467,500.00
Inventory - Livestock @Mid-A...	2,172,500.00
Inventory - Meat	78,118,634.84
Total Other Current Assets	121,872,504.33
Total Current Assets	131,024,537.50
Fixed Assets	
Accumulated Amortization	-36,779.00
Accumulated Depreciation	-327,726.48
Barn in Herington	103,527.00
Building in Herington - 315 N B	33,996.89
Building in Herington -106 N Br	38,923.39
Building in Herington -6 W Main	18,847.05
Equipment	3,140,629.33
Herrington Building	370,049.78
Hope Kansas Buildings	130,078.87
Land	774,710.17
Office Equipment	41,502.05
Software Development -WIP - CI	22,700.00
Software Development	36,779.00
Software Development - WIP - IN	161,933.05
Total Fixed Assets	4,509,171.10
TOTAL ASSETS	135,533,708.60
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	635,696.15
Total Accounts Payable	635,696.15

Confidential

APP 0417
 AGRIDIME000006
 ACC000023 EF-9585

Page 1

11:12 AM

05/18/23

Accrual Basis

Agridime LLC
Balance Sheet
As of May 4, 2023

	May 4, 23
Other Current Liabilities	
Cattle Contracts	
[REDACTED]	50,000.00
[REDACTED]	3,934,000.00
Jason Link	20,000.00
[REDACTED]	576,558.71
Total Cattle Contracts	4,580,558.71
Cow Contracts	8,938,418.90
Mid-America Feed Yard	1,678,207.68
Note Payable - Cattle Empire	8,813,576.11
Note Payable - CRI Feeders	1,236,089.25
Payroll Liabilities	123,604.96
Total Other Current Liabilities	25,370,455.61
Total Current Liabilities	26,006,151.76
Long Term Liabilities	
Livestock Contracts Purchased	97,334,745.82
Total Long Term Liabilities	97,334,745.82
Total Liabilities	123,340,897.58
Equity	
[REDACTED]	26,680.76
[REDACTED]	-1,222.49
Capital-Jed Wood	-12,313.96
Capital-Josh Link	63,339.04
[REDACTED]	9,389.43
[REDACTED]	-3,318.24
[REDACTED]	-10,452.00
[REDACTED]	-6,968.00
Distribution-Jed Wood	-158,527.92
Distribution-Josh Link	-158,527.92
[REDACTED]	-3,484.00
Distrib [REDACTED]	-10,453.00
Retained Earnings	755,071.15
Net Income	11,703,598.17
Total Equity	12,192,811.02
TOTAL LIABILITIES & EQUITY	135,533,708.60

Confidential

APP 0418
 AGRIDIME000007
 ACC000024 EF-9585

Page 2

EXHIBIT F-3

11:17 AM

05/18/23

Accrual Basis

Agridime LLC

Profit & Loss

January 1, 2021 through May 4, 2023

	Jan 1, '21 - May 4, 23
Ordinary Income/Expense	
Income	
6 Month Contract Sales	4,475,000.00
Cattle	
Cattle Sales	81,761,913.08
FSA Program Payment Dickinson	28,726.00
Total Cattle	81,790,639.08
Cow Contract Sales	11,022,018.90
Hedge Loss(Gain)	-228,594.59
Hedging gain/loss	181,199.86
Livestock Contract Sales	146,065,445.82
Meat Sales	
Apparel	972.23
Meat Sales - Other	41,379,080.23
Total Meat Sales	41,380,052.46
Meat Sales - Kroger	1,370,707.83
Tallow Products Sales	122,947.72
Web Income	3,660.78
Total Income	286,183,077.86
Cost of Goods Sold	
Cost of Goods Sold	0.00
Total COGS	0.00
Gross Profit	286,183,077.86
Expense	
*Reconciliation Discrepancies	14.67
Advertising & Marketing	520.21
Cattle Expenses	
Advertisizing & Marketing	5,523.00
Backgrounding	800.00
Barn Rental	8,800.00
Car and Truck	2,194.00
Cattle Audit Expense	
Ear Tags	29,267.13
Cattle Audit Expense - Other	73,546.56
Total Cattle Audit Expense	102,813.69
Cattle Contracts	
Profit Paid	13,120,573.00
Total Cattle Contracts	13,120,573.00
Cattle Contracts Profit Paid	
Harvest Return	195,000.00
Cattle Contracts Profit Paid - Ot...	890,108.97
Total Cattle Contracts Profit Paid	1,085,108.97
Cattle Medical Bill	2,620.55
Cattle Purchased	
Cow Contracts Purchased	3,408,600.00
Livestock Contract Purchase	49,234,700.00
Cattle Purchased - Other	121,042,614.28
Total Cattle Purchased	173,685,914.28

Confidential

 APP 0420
 AGRIDIME000008
 ACC000025 EF-9585

Page 1

11:17 AM

05/18/23

Accrual Basis

Agridime LLC Profit & Loss

January 1, 2021 through May 4, 2023

Jan 1, '21 - May 4, 23

Commission on Cattle Sales

[REDACTED]	24,750.00
[REDACTED]	30,988.00
[REDACTED]	600.00
[REDACTED]	15,100.00
[REDACTED]	113,500.00
[REDACTED]	22,425.00
[REDACTED]	52,000.00
[REDACTED]	116,616.80
[REDACTED]	17,260.00
[REDACTED]	195,900.00
[REDACTED]	623,865.00
Jed Wood	1,313,600.00
[REDACTED]	6,350.00
[REDACTED]	0.00
Josh Link	656,800.00
[REDACTED]	122,070.00
[REDACTED]	11,200.00
[REDACTED]	27,060.00
[REDACTED]	4,332.00
[REDACTED]	888.00
[REDACTED]	429,950.00
[REDACTED]	5,600.00
[REDACTED]	20,000.00
[REDACTED]	500.00
[REDACTED]	1,057,100.00
[REDACTED] Cattle Sales	5,625,212.44
Tia Link	656,800.00
[REDACTED]	9,700.00

Total Commission on Cattle Sales	11,160,167.24
---	----------------------

Equipment Parts & Repair	17,805.47
Equipment Rental	13,104.51
Feed & Care	2,896,366.81
Feed & Interest	4,302,086.85
Feed Bill	18,539,009.24
Grass Seed	45,779.04
Harvest Return Filing Fees	239,875.00
Land Improvement	537,669.68
Mileage	1,517.04
Ranch Hand Labor	41,473.90
Small tools and equipment	22,516.47
Sponsorship	4,000.00
Travel Expenses	
Airfare	28,560.32
Cash	135,840.09
Fuel	32,640.52
Hotel	15,202.78
Meals	12,290.95
Mileage	38,855.84
Miscellaneous	2,177.95
Mobile Hotspot	525.00
Taxi, Tolls, Car Rental	3,534.77

Total Travel Expenses	269,628.22
------------------------------	-------------------

Trucking	
Inbound	2,279,420.29
Trucking - Other	653,690.11

Total Trucking	2,933,110.40
-----------------------	---------------------

Total Cattle Expenses	229,038,457.36
------------------------------	-----------------------

Confidential

APP 0421
AGRIDIME000009

Page 2

ACC000026 EF-9585

11:17 AM

05/18/23

Accrual Basis

Agridime LLC Profit & Loss

January 1, 2021 through May 4, 2023

	Jan 1, '21 - May 4, 23
De minimis Expenses	128,777.58
Depreciation	606,315.86
Forfeited Deposit on Equipment	10,000.00
Fraud Charge	0.00
Gain/Loss on Sale of Assets	-2,641.12
Meat Purchase	
Beef Barbacoa #1	5,764.68
Brisket	297,028.53
Burritos	2,503.44
Carcass	1,288.20
Chicken	31,026.01
Corned Beef	3,140.84
Tenderloin	52,553.27
Trim	5,039.04
Meat Purchase - Other	51,317.71
Total Meat Purchase	449,661.72
Meat Sales Expenses	
Affiliate Commissions	37,413.29
Apparel	18,804.57
Ascendant Fees	2,900.00
Broker Fees	34,495.04
Building	510.00
Building Maintenance	368,996.41
Caleb Weaver	500.00
Chicken Purchase	85,313.67
Coffee	5,625.00
Cold Gear	1,135.23
Cold Packs	580,689.37
Cold Storage	2,597,523.68
Consulting Fee	15,647.05
Delivery Charges	
King Soopers	23,958.10
Delivery Charges - Other	50,763.19
Total Delivery Charges	74,721.29
Door Dash Fees	39.96
E-Coli Test	1,023.75
Equipment Parts & Repair	523,728.20
Equipment Rental	494,865.69
Fuel	802,990.24
Halal Blesser	3,963.02
Halal Meat Certification	28,319.37
Hog Processing	
Breakfast Sausage	38.00
Cry-O-Vac	9,498.90
Curing	207.35
Kill Fee	74,605.84
Labeling Fee	5,247.48
Lard	100.00
Processing	31,614.99
Hog Processing - Other	79,425.57
Total Hog Processing	200,738.13
Hog Purchase	121,503.30
Hotel	3,649.98
Internet Service	5,321.93
King Soopers - Meat Purchase	1,143,794.02
Kroger Commission	
[REDACTED]	45,850.86
[REDACTED]	39,300.74
Total Kroger Commission	85,151.60

Confidential

APP 0423
AGRIDIME000016
ACC000027 EF-9585

Page 3

11:17 AM

05/18/23

Accrual Basis

Agridime LLC
Profit & Loss
 January 1, 2021 through May 4, 2023

	Jan 1, '21 - May 4, 23
Licenses and Fees	18,681.06
Marketing	
Promotional	48,792.17
Marketing - Other	3,522,604.42
Total Marketing	3,571,396.59
Meals	50,231.34
Meat Grader	3,600.00
Meat Labels	81,634.16
Meat Sales Commission	
[REDACTED]	78,327.68
[REDACTED]	148,561.49
[REDACTED]	982.21
[REDACTED]	40,500.00
[REDACTED]	2,093.06
[REDACTED]	503.79
[REDACTED]	1,285,445.08
[REDACTED]	1,390.77
[REDACTED]	93,687.54
[REDACTED]	2,468.55
[REDACTED]	820.75
[REDACTED]	71.69
[REDACTED]	251.90
[REDACTED]	69.79
[REDACTED]	31,617.63
[REDACTED]	1,783.26
Meat Sales Commission - Other	0.00
Total Meat Sales Commission	1,688,575.19
Meat Sales Salary & Wages	
[REDACTED]	3,591.90
[REDACTED]	4,350.00
[REDACTED]	2,956.50
[REDACTED]	7,421.40
[REDACTED]	6,047.73
[REDACTED]	2,634.93
[REDACTED]	525.78
[REDACTED]	143.00
[REDACTED]	6,120.54
[REDACTED]	2,245.41
[REDACTED]	6,837.39
[REDACTED]	145,000.00
[REDACTED]	15,758.86
[REDACTED]	95.40
[REDACTED]	95,500.30
[REDACTED]	476.10
[REDACTED]	28,706.47
[REDACTED]	2,160.00
[REDACTED]	584.30
[REDACTED]	522.00
[REDACTED]	10,560.50
Total Meat Sales Salary & Wages	342,238.51
Mileage	6,782.84
Miscellaneous	2,679.00
Office Supplies	65,774.75
Packaging	513,566.01
Pallet Charge	24,241.50
Pest Control	9,016.36
Pork Purchase	31,920.56
Postage	17,055.16

Confidential

APP 0423
AGRIDIME000049

Page 4

ACC000028 EF-9585

11:17 AM

05/18/23

Accrual Basis

Agridime LLC Profit & Loss

January 1, 2021 through May 4, 2023

	Jan 1, '21 - May 4, 23
Processing	
Cryovac	87,154.96
Cut	197,979.32
Cutting Primals and Grinding	2,804.18
Dice	299.52
E-Coli Test	42,707.50
Export Charges	384.88
Fabrication - Kosher	6,011.47
Grinding	188,909.44
Halal Blesser	76,350.00
Halal Meat Certification	296,281.82
Hot Dogs	7,318.56
Jerky	8,072.29
Kill Fee & Fabrication	7,153,496.79
Kosher Blesser	4,000.00
Meat Grader	101,250.00
OFFAL	373,411.61
Pallet Charge	61,948.88
Pet Food	2,995.92
Pork	37,063.10
Sausage	2,432.22
Processing - Other	2,495,133.22
Total Processing	11,146,005.68
Purchased Meat	129,901.01
Sales Tax	66,576.93
Security	142,605.39
Shipping	1,116,141.42
Shopify Fees	44,780.55
Small Tools and Equipment	108,830.74
Spices	22,925.06
Tallow Tubs	235,539.44
Trailer Rental	41,315.96
Training	1,425.45
Travel	
Airfare	11,983.01
Cash	15,985.00
Hotel	8,919.53
Meals	4,545.31
Miscellaneous	261.20
Taxi, Tolls, Rental Car	6,859.50
Total Travel	48,553.55
Trolley Fees	392.49
Truck Maintenance	77,106.91
Trucking Bill	
Inbound	3,244,998.39
Outbound	680,310.80
Total Trucking Bill	3,925,309.19
Uniforms & Boots	8,546.55
Utilities	222,525.87
Total Meat Sales Expenses	31,005,239.01
Operations General Expenses	
Accounting Services	37,043.52
Advertizing & Marketing	13,685.29
Airfare	148.98
Auto Repair	3,438.83
Bank Charges & Fees	112,696.03
Building Maintenance	6,827.82
Corporate Gifts	3,052.24
Distributions	0.00

Confidential

APP 0424
AGRIDIME000012

Page 5

ACC000029 EF-9585

11:17 AM

05/18/23

Accrual Basis

Agridime LLC Profit & Loss

January 1, 2021 through May 4, 2023

	Jan 1, '21 - May 4, 23
Donations	38,750.00
Employee Placement Fees	7,800.00
Insurance	
Auto	220,647.32
Cattle	318.15
Cyber	20,326.78
Dental	59,463.74
General Liability	522,317.34
Health	736,516.61
Jeff Auerback	5,670.00
Life	47,908.78
Property	19,394.17
Stock Throughput	102,634.98
Vision	7,411.95
Worker's Comp	130,716.53
Insurance - Other	124,040.88
Total Insurance	1,997,367.23
Internet Service	1,073.95
IRS	335.89
Kansas Vehicle Registration Fee	3,080.51
Legal Fees	216,049.45
License & Fees	24,354.09
Logistics Start Up	0.00
Managed IT	198,137.66
Meals	5,460.97
Miscellaneous	4,617.05
Moving Expenses	14,144.44
Office Supplies & Software	183,541.53
Phone Bill	120,961.71
Postage	9,864.59
Real Estate Tax	4,594.17
Rent & Lease	
Phoenix	450,984.77
Texas - Will Rogers	
CAM Expenses	58,245.30
Property Taxes	78,970.40
Texas - Will Rogers - Other	587,639.44
Total Texas - Will Rogers	724,855.14
Texas Oak Grove	
Cam Expenses	18,950.40
Texas Oak Grove - Other	688,495.51
Total Texas Oak Grove	707,445.91
Texas Office	126,893.73
Rent & Lease - Other	2,000.00
Total Rent & Lease	2,012,179.55
Salaries & Wages	1,554,975.00
Security	260.00
Small tools and Equipment	5,123.66
Texas Franchise Tax	51,761.39
Tolls, Car Rental	1,779.71
Travel	
Mileage	2,539.57
Total Travel	2,539.57
Web Expense	5,244.51
Operations General Expenses - O...	0.00
Total Operations General Expenses	6,640,889.34

Confidential

APP 0425
AGRIDIME000013

Page 6

ACC000030 EF-9585

11:17 AM

05/18/23

Accrual Basis

Agridime LLC
Profit & Loss

January 1, 2021 through May 4, 2023

	Jan 1, '21 - May 4, 23
Payroll Expenses	5,950,935.61
Repairs & Maintenance	-10,156.56
Software Development - WIP - CI	650.00
Tallow Expenses	
Apparel	1,728.91
Fuel	2,353.55
Hotel	270.00
Labels	5,310.43
License & Permits	340.00
Marketing	7,488.64
Meals	646.62
Parking	1.50
Software	43.24
Tallow Supplies	183,217.54
Tallow Tubs	57,027.92
Tallow Expenses - Other	45.00
Total Tallow Expenses	258,473.35
Taxes & Licenses	2,490.02
Utilities	3,644.16
VOID	0.00
Total Expense	274,083,271.21
Net Ordinary Income	12,099,806.65
Net Income	12,099,806.65

EXHIBIT F-4

Outstanding Investment Liabilities**Agridime, LLC (FW-04607)****For the period of December 31, 2021 to September 5, 2023**

Date	Outstanding Principal	Estimated Profit Liability	Total	Estimated Necessary Herd Size
12/31/21	\$ 25,850,750	\$ 5,170,150	\$ 31,020,900	12,925
01/31/22	29,322,985	5,864,597	35,187,582	14,661
02/28/22	32,416,900	6,483,380	38,900,280	16,208
03/31/22	35,406,000	7,081,200	42,487,200	17,703
04/30/22	43,491,200	8,698,240	52,189,440	21,746
05/31/22	46,430,563	9,286,113	55,716,675	23,215
06/30/22	50,769,200	10,153,840	60,923,040	25,385
07/31/22	52,718,200	10,543,640	63,261,840	26,359
08/31/22	60,648,200	12,129,640	72,777,840	30,324
09/30/22	66,184,769	13,236,954	79,421,723	33,092
10/31/22	69,060,969	13,812,194	82,873,163	34,530
11/30/22	76,540,979	15,308,196	91,849,175	38,270
12/31/22	86,889,704	17,377,941	104,267,645	43,445
01/31/23	93,905,704	18,781,141	112,686,845	46,953
02/28/23	98,954,269	19,790,854	118,745,123	49,477
03/31/23	104,424,480	20,884,896	125,309,376	52,212
04/30/23	108,694,280	21,738,856	130,433,136	54,347
05/31/23	114,396,080	22,879,216	137,275,296	57,198
06/30/23	118,168,280	23,633,656	141,801,936	59,084
07/31/23	119,645,880	23,929,176	143,575,056	59,823
08/31/23	122,383,079	24,476,616	146,859,695	58,484
09/05/23	122,889,579	24,577,916	147,467,495	58,275

EXHIBIT F-5

Bank Account Summary
Agridime, LLC (FW-04607)
Agridime LLC Dealer Account xx2742
For the Period of December 1, 2022 to September 30, 2023

Deposits

Beginning Balance	\$ 972,306.02
Transfers from Other Accounts	2,710,565.43
Other Deposits	27,601,273.58
Non Investor Deposits	\$ 31,284,145.03
Investors Deposits	107,230,001.74
Total Deposits	\$ 138,514,146.77

Investor Payments	\$ 90,258,099.80
Less: Non-Investor Deposits	(31,284,145.03)
Investor Payments Sourced from Investors	\$ 58,973,954.77

EXHIBIT G

STATE OF NORTH DAKOTA

SECURITIES DEPARTMENT

In the Matter of Agridime LLC, a Texas
Limited liability company, and Joshua Link

Respondents.

)
)
)
)
)
)

**CEASE AND DESIST ORDER,
NOTICE OF CIVIL PENALTY,
AND NOTICE OF RIGHT TO
REQUEST A HEARING**

.....

**THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA TO:
AGRIDIME LLC, and JOSHUA LINK, RESPONDENTS.**

The North Dakota Securities Commissioner has a reasonable basis to believe that the Respondents Agridime LLC (Agridime) and Joshua Link (Link) have engaged in, are engaging in, or are about to engage in, acts, practices or transactions, as more fully described below, which are prohibited under Chapter 10-04 of the North Dakota Century Code (N.D.C.C.). It is necessary and appropriate in the public interest and for the protection of investors to restrain these acts, practices, or transactions of the Respondents.

The North Dakota Securities Department (Department) also alleges that Link is a person controlling Agridime within the meaning of the North Dakota Securities Act (Act), so that he is jointly and severally liable to the same extent as Agridime for its violations of the Act.

FINDINGS OF FACT

1. Agridime is a limited liability company organized under the laws of Texas on April 13, 2017. The business address is listed as 3000 South Hulen Street, Fort Worth, TX 76109.

2. Link is a co-owner and the Executive Director of Agridime and is a resident of Arizona.
3. Agridime advertises itself as a meat distribution company with a “proprietary beef supply chain.”
4. Agridime’s website lists Josh Link, Tia Link and Jed Wood as owners of the company.
5. On agridime.com/buy-cattle-here, a website accessible to the general public as of May 12, 2023, Agridime invites potential investors to “make money raising cattle without having to do all the work.”
6. The website includes reviews, purportedly from the public, describing the deal as an investment.
7. According to Agridime, investors can “purchase” a steer or heifer for \$2,000 per head.
8. Agridime represents that the cattle will then be raised by Agridime’s contractors and the \$2,000 purportedly covers feed, healthcare, processing, and all other expenses for the life of the cattle. Then, once the cattle have been processed, Agridime “sell[s] the beef to our online store and grocery store customers.”
9. The Agridime website states that in exchange for their capital, investors are promised “guaranteed 15-20% yearly profits.” This guarantee is displayed prominently and frequently throughout Agridime’s website, as in the example below:



BUY LIVE CATTLE

Have you ever wanted to make money raising cattle without having to do all the work?

We know it sounds too good to be true, however, in order to meet increased demand we are partnering with individuals and organizations to contract cattle into our beef supply chain.

We supply retails outlets, meat distributors and restaurant food service companies with farm fresh beef. We are inviting individuals and organizations to purchase cattle with us in order to supply beef to these customers.

All cattle purchased during Q2 of 2023 will be guaranteed 15-20% yearly profits. We also offer 20% yearly profits on contracts of 50 or more.

10. According to the Agridime website, investing in a calf is as simple as adding the investment to one's "cart" on Agridime's publicly available website and then entering billing and credit card information. There are also options to finance the investment, with interest rates ranging between 0% and 36%.

11. According to the website, the contract for this investment is not available to the investor until after the purchase is completed.

12. Upon request, Agridime will send a sample contract to potential investors.

13. Agridime also advertises this investment on Facebook with an animated video titled "Make 15%-20% Yearly Returns by Purchasing Cattle With Us."

14. This opportunity has been available since at least October 10, 2021, the date the Facebook advertisement video was posted.

15. The video describes how investors can purchase cattle for \$2,000 per head, which will pay to "feed that animal to finish, fully process the beef into retail packaging, and then ultimately sell the beef."

16. Upon information and belief Respondents entered into at least one investment contract with a North Dakota resident that included the following terms: the investor "agrees to purchase one hundred and twenty-five steers and/or heifers for \$2,000 per steer or heifer (\$250,000 total)" and "Agridime agrees to pay 25% per year profit on those cattle. Guaranteed yearly profits of 25%."

17. The contract is signed by Link and includes instructions on how the resident could send his investment proceeds to Agridime via wire or ACH transfer.

18. There are no risk disclosures in the contract.

VIOLATIONS

19. The investment contracts issued by Respondents are "securities" as defined in N.D.C.C. § 10-04-02(19). Section 10-04-04 of the N.D.C.C. requires that securities offered for sale or sold in or from North Dakota be registered or exempt from registration.

20. The investment contracts issued by Respondents have not been registered with the Department under N.D.C.C. §§ 10-04-07, 10-04-07.1, 10-04-07.2, 10-04-08, or 10-04-08.1 and have not been offered for sale or been sold in exempt transactions under Section 10-04-05 or 10-04-06 or 10-04-08.4, N.D.C.C. The offers and sales of the subject investments were made in violation of N.D.C.C. § 10-04-04.

21. Respondent Agridime, controlled and operated by Respondent Link, is not now and has never been registered as an issuer-dealer or broker-dealer in North Dakota.

22. Respondent Agridime was offering or selling securities within or from North Dakota at a time when they were not registered as an issuer-dealer or broker-dealer with the Department selling its own securities. This is a violation of N.D.C.C. § 10-04-10(1).

23. Respondent Link is not now and was not then registered as an agent with the Department as to the sale of these securities.

24. On September 7, 2022, Link acted as an agent of Agridime by offering and selling securities in the form of an investment contract to a North Dakota resident in a principal sum of \$250,000.

25. Respondent Link made the offer or sales of securities in violations of N.D.C.C. § 10-04-10(2).

26. In connection with the offer and sale of these securities, the Respondents have made false oral and written statements to investors, potential investors and the public. Representations made by the company about the offering include material omissions, including the omission of material risk disclosures such as the investment is high risk and that investors could lose their entire investment. These material omissions and misrepresentations were made in violation of N.D.C.C. § 10-04-15.

CEASE AND DESIST ORDER

IT IS ORDERED, pursuant to N.D.C.C. § 10-04-16 that the Respondents shall immediately CEASE AND DESIST from any further violations of the Securities Act, N.D.C.C. Chapter 10-04, including:

1. Offering for sale or selling in North Dakota the subject securities, or any other securities however denominated, unless and until such securities have been registered with the Department or are exempt from registration under N.D.C.C. §§ 10-04-05, 10-04-06 or 10-04-08.4;
2. From offering for sale or selling investments in North Dakota unless and until they have registered with the Securities Commissioner as broker-dealers, issuer-dealers or agents under N.D.C.C. § 10-04-10; and
3. From engaging in a scheme or artifice to defraud investors, or from engaging in any fraudulent or deceptive practices in connection with the offer and/or sale of securities in this state under N.D.C.C. § 10-04-15.

NOTICE OF AND ORDER FOR CIVIL PENALTIES

YOU ARE NOTIFIED that the above-cited violations are sufficient grounds for the imposition of civil penalties pursuant to N.D.C.C. § 10-04-16(1). The Securities Commissioner does not herein assess a civil penalty, but the Commissioner expressly reserves the authority to assess civil penalties, not to exceed \$10,000 per violation, regarding the violations outlined above, any other violations subsequently discovered, or any future securities violations or violations of this order.

NOTICE OF RESERVATION OF COMMISSIONER'S AUTHORITY TO AMEND ORDER

YOU ARE HEREBY NOTIFIED that the above-cited violations are sufficient grounds for the relief imposed in this Order. The Department's investigation of the Respondents continues, and the Commissioner expressly reserves the authority to Order additional relief under N.D.C.C. Chapter 10-04, regarding the violations outlined


above, any other violations subsequently discovered, or any future securities violations or violations of this order, in the public interest and for the protection of investors.

NOTICE OF RIGHT TO REQUEST A HEARING

YOU ARE NOTIFIED that pursuant to N.D.C.C. § 10-04-12 you may request a hearing before the Securities Commissioner if such a request is made in writing WITHIN FIFTEEN (15) DAYS AFTER THE RECEIPT OF THIS ORDER. The Respondents have the right to be represented by legal counsel at the hearing.

IN TESTIMONY WHEREOF, witness my hand and seal this 24th day of May, 2023.





Karen J. Tyler, Securities Commissioner
North Dakota Securities Department
600 East Boulevard Ave.
State Capitol – Fourteenth Floor
Bismarck, ND 58505-0510
(701) 328-2910

EXHIBIT H

1 STATE OF ARIZONA

2 County of Maricopa

AFFIDAVIT OF WILLIAM WOERNER

3
4 I, William Woerner, being duly sworn, say as follows:

5 1. I am a resident of Maricopa County, Arizona and am over the age of eighteen (18).

6 2. I have personal knowledge of the matters stated in this affidavit and am competent
7 to testify to them.

8 3. I understand that this affidavit may be used in a court of law.

9 4. I have been employed as an Investigator with the Securities Division ("Division")
10 of the Arizona Corporation Commission ("Commission") since May of 2016.

11 5. Previous to my employment with the Division, I was a Special Agent for the Federal
12 Bureau of Investigation for 25 years.

13 6. I am aware of and have read the Commission's Temporary Order to Cease and Desist
14 and Notice of Opportunity for Hearing ("Temporary Order") issued against Agridime LLC
15 ("Agridime") and Joshua and Tia Link on April 18, 2023.

16 7. On October 4, 2023, I emailed info@agridime.com in an undercover capacity as a
17 potential investor.

18 8. On October 10, 2023, a representative from Agridime (the "Agridime
19 Representative") emailed me back to set up a time to talk.

20 9. On October 18, 2023, I spoke with the Agridime Representative by telephone in my
21 undercover capacity as a potential investor residing in Arizona.

22 10. During my conversation, I made it clear multiple times to the Agridime
23 Representative that I am an Arizona resident.

24 11. The Agridime Representative did not disclose the Temporary Order until I asked if
25 there was anything else I should know before investing.

26
EXHIBIT

C

1 12. The Agridime Representative told me the Temporary Order was mostly regarding
2 Agridime's marketing.

3 13. The Agridime Representative told me, "If you can touch and physically locate an
4 asset, it can't be a security."

5 14. The Agridime Representative told me the Temporary Order was only valid for 180
6 days from May of 2023.

7 15. The Agridime Representative told me Arizona worked with Agridime's legal team
8 and "was satisfied."

9 16. The Agridime Representative told me if I had another address "somewhere else,"
10 Agridime would rather use that address for the contract, "nor would anybody come looking."

11 17. I told him I live in Arizona, but I could use an address from a house I own in
12 Alabama.

13 18. After I reiterated that I am an Arizona resident and did not want to get in trouble, the
14 Agridime Representative assured me Arizona is not "digging" and Agridime "has not even heard
15 from [Arizona] in three months."

16 19. The Agridime Representative told me one of Agridime's largest warehouses is
17 located in Gilbert, Arizona.

18 20. The Agridime Representative told me if I invested in at least 500 head of cattle, I
19 could get a 25% return.

20 21. The following day, the Agridime Representative sent me an email to inform me
21 Agridime was willing to sell me the cattle contract if I used my Alabama address. He also sent me
22 a sample contract, an accurate copy of which is attached as Exhibit 1. Joshua Link is named as the
23 signatory on the contract on behalf of Agridime.

24 22. I am prepared to testify to the matters stated herein.
25
26

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

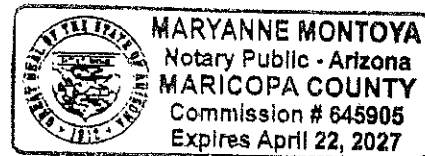
William Woerner
(Signature)

SUBSCRIBED AND SWORN TO BEFORE me this 13th day of November,
2023.

Maryanne Montoya
NOTARY PUBLIC

My Commission Expires:

4-22-2027





Agridime

COMMERCIAL LIVESTOCK CONTRACT #00000

This Livestock Contract is entered into as of the **XXth** day of **XXXXX**, 2023, by and between Name, having his/her principal place of residence/business located at Address and Agridime, LLC having its principal place of business located at Fort Worth, Texas, both of whom agree to be bound by this Contract.

WHEREAS Name desires to purchase cattle from Agridime, LLC and leave such cattle in the care and custody of Agridime, LLC for one year; and

WHEREAS Agridime, LLC desires to purchase the cattle back one year from the date of this Contract, at a specified price, Name and Agridime, LLC mutually desire to enter into an arrangement according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, Name and Agridime, LLC covenant and agree as follows:

1. **PURCHASE OF CATTLE BY NAME:** Simultaneous with the date of this Contract, Name has purchased from Agridime, LLC and paid in full for the purchase of **Number (X) head of cattle**, at the cost of **\$4,500** each, resulting in a total sale price of **\$000,000**. The cattle purchased from Agridime, LLC under this Contract shall remain in the care and custody of Agridime, LLC. Agridime, LLC is licensed and bonded in accordance with the regulations of the United States Department of Agriculture (USDA). All cattle owned by Name in the care and custody of Agridime, LLC are insured for death loss by a policy owned by Agridime, and in the event of death Agridime will replace any lost cattle and maintain the repurchase price set forth in Section 2.
2. **REPURCHASE OF CATTLE BY AGRIDIME, LLC:** One year from the date of this Contract or date of receipt of funds, Agridime, LLC will buy back (repurchase) the cattle owned by Name under this Contract. Agridime, LLC will pay the original total purchase price for the cattle paid by Name specified in Section 1, plus **\$1,000 per Cow Calf pair**, resulting in a total purchase price of **\$000,000**.
3. **TERMS OF PAYMENT:** Agridime, LLC will remit to Name the total purchase price specified in Section 2 within 7 to 10 business days, either by ACH or Wire Transfer.
4. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Contract shall be valid unless in writing and agreed upon by all named Parties.
5. **ENTIRE AGREEMENT.** This Contract represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.
6. **APPLICABLE LAW.** This Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in Tarrant County, Texas.

IN WITNESS IN THEREOF, each of the Parties has executed this Livestock Contract as of the 13th day of July, 2023.

Signature: _____
Printed: Name

Signature: _____
Printed: Josh Link, Co-Owner, Executive Director
Agridime, LLC



EXHIBIT I

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation # FW-04607

DECLARATION OF RUSSELL CASTILLO

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Russell Castillo I am over twenty-one years of age and have personal knowledge of the matters set forth herein.
2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties, I have been trained to preserve various forms of online content. For investigation # FW-04607. I have been tasked to conduct a Website Capture/Video Capture/Social Media/Telegram/live stream/blog.
3. In support of investigation number FW-04607, and at the direction of my supervisor, I was tasked to conduct an internet preservation of the following URL's:

<https://agridimstore.com/products/1-live-bred-cow>

<https://agridimstore.com/>

4. I completed the above mentioned internet preservation on October 27, 2023, using the following tools:

Fireshot Pro

The above listed tools are commonly used to preserve internet content.

5. I saved the above-mentioned internet preservation using FTK Imager, which ensures that the internet preservation will not be altered or modified during storage. Specifically, FTK Imager forensically seals the internet preservation such that it can be opened only with FTK Imager. The sealed internet preservation has been labeled FW-04607, and saved to the following location:

K:\Other_Projects\Webcaptures\imagefiles

6. I also saved a copy of the above mentioned internet preservation along with this declaration to a network share. The location for this network share is provided below:

\\tsclient\K\Other_Projects\Webcaptures\Websites

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

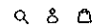

[Russell Castillo]

Executed on this 27th day of October 2023

EXHIBIT I-1



Beef ▾ Chicken Pork Meat Boxes Fall Into Savings Sale! Heat n' Serve Spices Produce & Plants ▾ Coffee
 Merchandise ▾ For Pets Feed the Hungry



1 LIVE BRED COW

\$4,500.00

Shipping calculated at checkout.

From \$496.16/lb with shop [view sample plan](#)

Quantity

1

ADD TO CART

SHARE TWEET PIN IT

Description: We are offering bred cows for sale at \$4,500 per cow.

All customers that purchase cattle are issued a contract at the time of purchase certifying and describing payment of cow contract.

You will be emailed a copy of the contract after completion of purchase for this product. Please allow 24-48 hours to receive your contract.

How It Works:

1. The customer purchases a Bred Cow from us for \$4,500 per head. That \$4,500 pays for the purchase of one bred cow in our supply chain and to feed that cow until it gives birth to its calf. This cow will remain on our ranches & will be fed and cared for during this time.
2. After one year and seven days after the initial purchase of the Bred Cow, we will purchase the cow AND calf pair from you (the cow owner) for \$5,500. This results in \$1,000 per cow in profit (22%+ return) for the customer after one year and seven days.
3. In approximately one year from the date of this purchase, we will contact you (two weeks before payment) and arrange for a wire/ACH transfer to be sent you.

Frequently Asked Questions:

Q: What is the point of buying a cow in Agridime's supply chain?

A: Agridime offers their customers the opportunity to become a cow owner, without having a farm! This is a great way for people to earn extra income.

Q: What happens if the cow I purchase dies during the year and seven days?

A: We carry all associated liability insurances throughout our supply chain. If any of the animals die we will replace them at no cost to you.

Q: What forms of payment are accepted?

A: Payment is accepted via wire, ACH, check or credit card online.

Please reach out to info@agridime.com if you have any questions or would like to be sent a contract for review.

Important: This opportunity will not be available in Arizona & North Dakota.

Meet Our Farmers

Page 2
 1 Live Bred Cow | Agrilume: Farm-to-Table Meats ~ Agrilume
<https://agrilumestore.com/products/1-live-bred-cow?>

Customer Reviews

★★★★★ 5.00 out of 5
 Based on 23 reviews

★★★★★ 23
 ★★★★★ 0
 ★★★★★ 0
 ★★★★★ 0
 ★★★★★ 0

WRITE A REVIEW

ASK A QUESTION

Reviews (23) Questions (2)

Please list

★★★★★

09/26/2023



Henry Garcia **Verified**

1 Live Bred Cow

★★★★★

08/25/2023



Raymond Gorden **Verified**

1 Live Bred Cow

★★★★★

08/14/2023



Robert Putnam **Verified**

So far so good
 Received the contract promptly.

★★★★★

08/09/2023



John Mattiello **Verified**

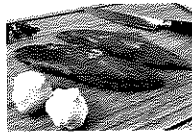
1 Live Bred Cow

LOAD MORE

YOU MAY ALSO LIKE



Freedom Since 1776 — Tee
 \$25.00



Grass-Fed Bistro Fillet (Texas Major) Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
 ★★★★★ 3 reviews
 from \$7.99



Flatiron House Blend Coffee | K-Cups
 ★★★★★ 1 review
 \$14.00



Hickory Smoked Dog Bone - Hind Shank Center Cut
 \$5.99 \$7.99
 SALE

Get in Touch

(888)-664-6621
info@agrilume.com

Discover

Recipes
 Gift Cards
 Eat Local
 Become an Affiliate
 Affiliate Login

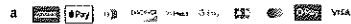
Company

About Us
 Our Farmers
 FAQs
 Issue Policy
 Feed the Hungry

Join Our Newsletter

Email address

SUBSCRIBE



© 2023, Agrilume

EXHIBIT J

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation # FW-04607

DECLARATION OF LEEVENTED HENLEY

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Leevented Henley I am over twenty-one years of age and have personal knowledge of the matters set forth herein.
2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties, I have been trained to preserve various forms of online content. For investigation # FW-04607, I have been tasked to conduct a Website Capture/Video Capture/Social Media/Telegram/live stream/blog.
3. In support of investigation number # FW-04607, at the direction of my supervisor, I was tasked to conduct an internet preservation of the following URL's.
 1. Live bred cow: https://agridimstore.com/products/1-live-bred-cow?_pos=8&_sid=ede468e2d&_ss=r
 2. Land deal: https://agridimstore.com/products/land-purchase-and-lease-back?_pos=1&_sid=405680241&_ss=r

I completed the above-mentioned internet preservation on November 20, 2023, using the following tools:

Adobe Acrobat Pro / Google Search Browser / Fire shot Pro /

The above listed tools are commonly used to preserve internet content.

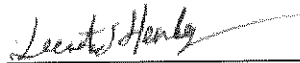
4. I saved the above-mentioned internet preservation using FTK Imager, which ensures that the internet preservation will not be altered or modified during storage. Specifically, FTK Imager forensically seals the internet preservation such that it can be opened only with FTK Imager. The sealed internet preservation has been labeled # FW-04607, and saved to the following location:

K:\Other_Projects\Webcaptures\imagefiles

5. I also saved a copy of the above-mentioned internet preservation along with this declaration to a network share. The location for this network share is provided below:

\\ad\enfdataexchange\HQtoFWRO_dropoff\Webcapture

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

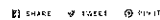
 [Analyst Name]

Executed on this Day of November 20, 2023.

EXHIBIT J-1



Q Q Q

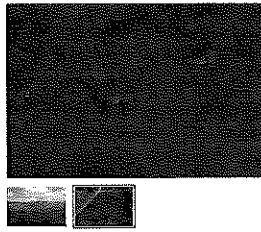


SUBSCRIBE





Beef • Chicken • Pork • Meat Boxes • Hot Protein Sale • Meat & More • Options
Produce & Eggs • Coffee • Merchandise • Hot Deals • Feed the Hungry



LAND PURCHASE AND LEASE BACK

\$10,000.00

[View Property](#) - Viewed at checkout

Price: **\$10,000.00** + tax [View Shipping](#) [View Details](#)

Star Size:

17.99 Acres

Quantity:

1

ADD TO CART

[View Item](#) [Add to Cart](#) [View Item](#)

Description: We are offering land for purchase at \$133,333 per acre.

Buyers back the option to acquire a maximum of 75 acres up to a maximum of five acres.

All customers that purchase land are guaranteed a 15-year lease period including purchase, existing and including that Agridime will lease back the purchased property at \$13,333 per acre per year for a 15-year lease period.

Additionally, Deed of Ownership will be transferred to all customers upon purchase.

Having a average return of 10% per year.

Only a total of 75 acres of land currently available.

How It Works:

1. The customer purchases the size from Agridime for \$13,333 per acre. That \$13,333 plus for the purchase of one acre must satisfy 10% of the total acreage of that size.
2. Upon purchase, Agridime will send a lease contract to the customer, certifying and declaring that Agridime will lease back the purchased property at \$13,333 per acre per year for a 15-year lease period. Additionally, Deed of Ownership will be transferred to all customers upon purchase. This results in a yearly average return of 10% per acre.
3. In approximately one year from the date of this point Agridime will contact you and arrange for a wire/ACH transfer to be sent to you for your yearly lease payment of \$13,333 per acre, which year thereafter.

Meet Our Farmers

Customer Reviews



All the farm to table reviews



Star Rating: (20 reviews)

1/1/2023

Where is the land located? Will the buyer be responsible for property taxes and any other expenses related to the ownership of the land?

1/1/2023

>> agridime.com replied:

We appreciate your interest in this opportunity. The land is in Henrico, VA. The property taxes will be the responsibility of the owner.

1/1/2023

Hi,

Is it a 15-year or a 20-year lease period?

What happens at the end of the period?

1/1/2023

>> agridime.com replied:

Currently we are offering a 15-year lease period. After the 15-year term, the owner has the choice to sign a new 15-year lease with Agridime or take the land for their own use.

YOU MAY ALSO LIKE



1 Live Beef Cow
★★★★★ (1 review)
\$4,500.00



Agridime Farmers Market Booth
★★★★★ (1 review)
from \$50.00



Grass-Fed Cudette (Steak Cuts) Steak, Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ (1 review)
from \$6.00



Grass-Fed Beef Kabab 10oz Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ (1 review)
\$13.99

Get In Touch
(659) 684-4821
info@agridime.com

Discover
Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

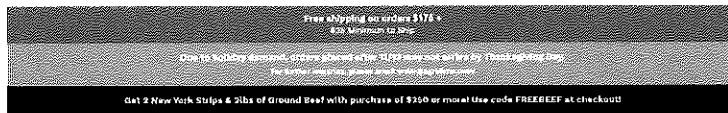
Company
About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Enter your email

SUBSCRIBE

Page 3
Land Purchase and Lease Back - Agrilume
<https://agrilume.com/products/land-purchase-and-lease-back?variant=40162642775124>



Beef • Chicken • Pork • Meat Boxes • Fall Festival Sale • Meat to Serve • Spices
Produce & Plants • Coffee • Merchandise • For Pets • Feed the Hungry



LAND PURCHASE AND LEASE BACK

\$500,000.00

Shipping calculated at checkout

Pay in 3 interest-free installments for orders over \$50.00 with Shop Pay

Maximum

Plot Size

5 Acres

Quantity

1

ADD TO CART

SHARE TWEET PIN IT

Description: We are offering land for purchase at \$100,000 per acre.

Buyers have the option to acquire a minimum of one-tenth of an acre up to a maximum of five acres.

All customers that purchase land are issued a lease contract following purchase, certifying and describing that Agrilume will lease back the purchased property at \$10,000 per acre, per year for a 15 year lease period.

Additionally, deed of ownership will be transferred to all customers upon purchase.

Yearly average return of 10% per year.

Only a total of 75 acres of land currently available.

How It Works:

1. The customer purchases one acre from Agrilume for \$100,000 per acre. That \$100,000 pays for the purchase of one acre in our supply chain and the management of that acre.
2. Upon purchase, Agrilume will send a lease contract to the customer certifying and describing that Agrilume will lease back the purchased property at \$10,000 per acre, per year for a 15 year lease period. Additionally, Deed of Ownership will be transferred to all customers upon purchase. This results in a yearly average return of 10% per year.
3. In approximately one year from the date of this purchase, we will contact you and arrange for a wire/ACH transfer to be sent to you for your yearly lease payment of \$10,000 per acre, and each year thereafter.

Meet Our Farmers

Customer Reviews

☆☆☆☆

Be the first to write a review

WRITE A REVIEW

ASK A QUESTION

Reviews: 00 Questions: 12

YOU MAY ALSO LIKE



1 Live Bred Cow
★★★★★ 4.9 (10)
\$4,500.00



Agrilume Farmers Market Booth
from \$50.00



Grass-Fed Coulotte (Sirloin Cap) Steak Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 5.0 (10)
from \$6.00



Grass-Fed Beef Kabob 16oz Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 5.0 (10)
\$13.99

Get in Touch

(888) 464-5621
info@agrilume.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

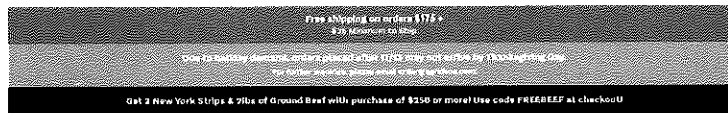
Enter Address

SUBSCRIBE



© 2023 Agrilume

Page 4
Land Purchase and Lease Back - Agrildime
<https://agrilidime.com/products/land-purchase-and-lease-back/variant=4015/b426/6820>



Beef • Chicken • Pork • Meat Boxes • Fat Festival Sale • Meat n' Serve • Spices
Produce & Plants • Coffee • Merchandise • For Pets • Feed the Hungry



LAND PURCHASE AND LEASE BACK

\$200,000.00

Shipping calculated at checkout

Each year purchased in the future will be valued at \$10,000.00 with 10% [Lease Back](#)

Plot Size

2 Acres

Quantity

1

ADD TO CART

SHARE TWEET FAVORITE

Description: We are offering land for purchase at \$100,000 per acre.

Buyers have the option to acquire a minimum of one-tenth of an acre up to a maximum of five acres.

All customers that purchase land are issued a lease contract following purchase, certifying and describing that Agrildime will lease back the purchased property at \$10,000 per acre, per year for a 15 year lease period.

Additionally, Deed of Ownership will be transferred to all customers upon purchase.

Yearly average return of 10% per year.

Only a total of 15 acres of land currently available.

How It Works:

1. The customer purchases one acre from Agrildime for \$100,000 per acre. That \$100,000 pays for the purchase of one acre in our supply chain and the management of that acre.
2. Upon purchase, Agrildime will send a lease contract to the customer certifying and describing that Agrildime will lease back the purchased property at \$10,000 per acre, per year for a 15 year lease period. Additionally, Deed of Ownership will be transferred to all customers upon purchase. This results in a yearly average return of 10% per year.
3. In approximately one year from the date of this purchase, we will contact you and arrange for a vehicle/MCH transfer to be sent to you for your yearly lease payment of \$10,000 per acre, and every year thereafter.

Meet Our Farmers

Customer Reviews

☆☆☆☆☆

Be the first to write a review

WRITE A REVIEW

ASK A QUESTION

Reviews (0) Questions (2)

YOU MAY ALSO LIKE



1 Live Dred Cow
★★★★★ 4.0 (1 review)
\$4,500.00



Agrildime Farmers Market Booth
from \$50.00



Grass-Fed Coulotte (Skirtin Cap) Steak Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 5.0 (1 review)
from \$8.00



Grass-Fed Beef X-bone 16oz Grass-Finished, Pasture Raised, No Hormones, No Antibiotics
★★★★★ 5.0 (1 review)
\$12.99

Get in Touch

(888)-664-6621
info@agrilidime.com

Discover

Recipes
Gift Cards
Eat Local
Become an Affiliate
Affiliate Login

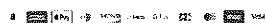
Company

About Us
Our Farmers
FAQs
Issue Policy
Feed the Hungry

Join Our Newsletter

Sign Up Today!

SUBSCRIBE



© 1992, Agrildime

SEALED

DEC 11 2023 AM 9:08
FILED-USDC-NDTX-FW

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

AGRIDIME LLC,
JOSHUA LINK, and
JED WOOD,

Defendants,

)
)
) Civil Action No.

) **4 - 23 CV - 1224 P**

) **FILED UNDER SEAL**

) **JURY TRIAL DEMANDED**
)
)
)
)
)
)

NOTICE OF MANUAL FILING

The Securities and Exchange Commission ("SEC") provides this Notice of Manual Filing to inform the Court that Exhibit E-8 to the Declaration of Jordan Frieberg, is being filed concurrently with the SEC's *Ex Parte* Motion For Preliminary Injunction, Temporary Restraining Order, Asset Freeze, Appointment of Receiver, and Other Ancillary Emergency Relief, and Brief in Support. Exhibit E-8 is a video that has been uploaded to a thumb drive that is hereby submitted to the Court's clerk.

Dated: December 11, 2023

Respectfully submitted,

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION


Matthew J. Gulde

Illinois Bar No. 6272325

Tyson M. Lies

Texas Bar No. 24087927

United States Securities and
Exchange Commission

Burnett Plaza, Suite 1900

801 Cherry Street, Unit 18

Fort Worth, TX 76102
Telephone: (817) 978-3821
Facsimile: (817) 978-4927
guldem@sec.gov

Attorney for Plaintiff